

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and

NORTH ANDOVER CUSTODIAL ASSOCIATION

2021 - 2024

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ARTICLE ONE

PREAMBLE

This Agreement is made and entered into between the School Department of North Andover, Massachusetts (hereinafter referred to as the "Committee") and the North Andover Custodial Association (hereinafter referred to as the "Association").

ARTICLE TWO

RECOGNITION CLAUSE

Pursuant to the decision of the Massachusetts Labor Relations Commission Case No. MCR-2473 dated February 1, 1977, the Committee hereby recognizes the Association as the sole and exclusive representative of all custodians, maintenance staff, and grounds keepers of the School Department for the purpose of bargaining with respect to wages, hours of work, and working conditions. The Association is Unit D of the North Andover Teachers Association.

ARTICLE THREE

WORK RULES

The School Committee will reserve unto itself the right to establish all work rules and procedures, except as modified by this Agreement. If there are changes in past practices, the Association will be given one (1) calendar week notice before they go into effect. The Association may select three (3) representatives to subsequently confer with the School Committee.

ARTICLE FOUR**ASSOCIATION RIGHTS AND PRIVILEGES**

All job benefits hereto enjoyed by the custodians, either by State Statute or Civil Service, which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement. No provision in this Agreement shall be construed to conflict with Massachusetts General Laws, Chapter 31; Chapter 71 of the Acts of 1993, known as the Education Reform Act of 1993, particularly, but without limitation, Section 44 (Dismissals), Section 47 (Suspensions), Section 53 (Hiring) thereof or any other provisions of the General Laws.

ARTICLE FIVE**NON-DISCRIMINATION**

The Committee and Association agree that neither will interfere with, restrain or coerce unit members in the exercise of the rights guaranteed by the General Laws and that neither will discriminate with respect to appointment, tenure or employment, and any term or condition of employment against any unit member because of membership in the Association or any legal Association activities.

Unit members shall not be discriminated against because of race, color, religious creed, gender, national origin, ancestry, sexual orientation, pregnancy, veteran status, military service, age, marital status, genetic information, disability, or on any other basis protected by federal, state, or local law or bylaw. This policy governs all aspects of employment, including selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination, and access to benefits and training.

ARTICLE SIX**RESPONSIBILITY**

All personnel report directly to the Building Principal and ultimately, through the Building/Maintenance Supervisor, to the Superintendent of Schools who is the final appointing authority. It is understood that the custodial staff work in buildings that are administered by Building Principals and accordingly should cooperate with requests from the principals. If there is a disagreement, the custodian may contact the Assistant Superintendent for Finance and Operations or his/her designee. It is further understood that in accordance with and subject to Section 47 of the Education Reform Act of 1993, the principal of a school may suspend a unit member assigned to the school and that the Superintendent may suspend any employee assigned to the district, subject to said Section 47.

Custodians shall work in those areas assigned by his/her Supervisor.

Senior Custodians and/or Lead Custodians will provide feedback to the Assistant Superintendent for Finance and Operations and the Building/Maintenance Supervisor regarding the job performance of Summer Help employees and Substitute Custodians. Such feedback will be provided when job performance falls below an acceptable level or when Summer Help employees or Substitute Custodians are being considered for rehire or promotion.

ARTICLE SEVEN

GRIEVANCE

Section 1. Definition of Grievance

A grievance is defined as a dispute which may arise over the application, meaning or interpretation of this Agreement and should be processed according to the steps in Section 2.

Section 2. Grievance Procedure

- A. Step One** - the grievance shall be presented in writing to the Principal and Assistant Superintendent for Finance and Operations. The Assistant Superintendent for Finance and Operations shall meet with the grievant and respond in writing within five (5) working days.

- B. Step Two** - If the grievance has not been resolved in Step 1, it shall be presented to the Superintendent of Schools within (5) working days after the Principal's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent, or his/her designee, will arrange for a meeting with the aggrieved unit member and his/her Union representative, if any, within ten (10) working days from the date the grievance is presented to him/her. The aggrieved unit member shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement. The Superintendent of Schools shall respond in writing as soon as possible, but no later than ten (10) days after the aforementioned meeting.

C. Step Three - if the unit member or group filing the grievance is not satisfied with the result of Step Two, s/he or they may re-submit the written grievance to the Superintendent who will, in turn, notify the School Committee in a timely manner. This step is applicable to both Civil Service and non-Civil Service employees.

D. Step Four - if the unit member or group filing the grievance is not satisfied with the result of Step Three, s/he or they may request arbitration or Civil Service appeal (where applicable).

If arbitration is chosen, the proceeding shall be conducted by the Department of Labor Relations. The decision of the Board shall be final and binding on both parties.

E. Cost of Arbitration - the fee charged to access the Department of Labor Relations shall be shared equally by the Committee and the Association. However, if either party desires a verbatim record of the proceedings, it may make such a record at its own expense.

F. Miscellaneous - items having to do with remuneration shall be retroactive to the filing date of the grievance.

ARTICLE EIGHT

QUALIFICATIONS, REQUIREMENTS, ETC.

Section 1. Civil Service

All personnel hired prior to August 13, 2003, are subject to the rules and regulations of the Massachusetts Division of Civil Service (Chapter 31). Said employees shall be covered until retirement or termination of employment.

Section 2. Physical Examinations

To help ensure that employees are able to perform their duties safely, medical examinations are required.

After an offer of appointment has been made to a position in the classification plan requiring continuous employment, a candidate shall be required to pass a physical examination.

The examining physician shall be appointed by the Superintendent, and the examination shall be at the expense of the School Department. The examination shall be limited to a determination that the candidate can perform the essential functions of the job, with or without reasonable accommodations, and may include illegal substance (drug) screening.

Information on an employee's medical condition or history will be kept separately from other employee information and maintained confidentially. Access to this information will be limited only to the Superintendent of Schools, the Assistant Superintendent for Finance and Operations, the Director of Human Resources, and/or the Building/Maintenance Supervisor.

ARTICLE NINE**PROBATIONARY PERIOD**

The probationary period is intended to give new unit members the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School Department uses this period to evaluate unit member capabilities, work habits, and overall performance. This period is defined as "The first six (6) months of employment or extensions thereof, as provided for by the Superintendent." Either the unit member or the District may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice.

All new and rehired unit members work on a probationary basis for the first ninety (90) calendar days after their date of hire. Any significant absence will automatically extend a probationary period by the length of the absence. If the Superintendent determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the unit member's performance, the probationary period may be extended for a maximum of ninety (90) calendar days.

Upon satisfactory completion of the probationary period, unit members enter the "regular" employment classification.

All newly transferred unit members will work on a probationary basis for a period of no less than thirty (30) and no more than ninety (90) days. The actual length of the probationary period will be determined by the Building/Maintenance Supervisor.

A new unit member may not request a transfer to another school or position until s/he has successfully completed the probationary period (six [6] months). However, a waiver may be granted if an agreement **in writing** is reached between the Association and the Superintendent.

ARTICLE TEN
HOURS OF WORK

Section 1. Regular Hours

Hours are determined with the approval of the Building/Maintenance Supervisor and may vary in the different schools. Unit members are employed on a full-time, year-round basis. Full time is defined as a minimum eight (8) hour day and a five (5) day week (40 hours), Monday through Friday.

The hours of the full-time day shift are 6:00 am to 2:30 pm; the hours of the full-time evening shift are 2:30 pm to 11:00 pm. Each unit member is entitled to a lunch/dinner period of one-half (1/2) hour. For the day shift the two (2) daily fifteen (15) minute breaks scheduled to take place between 9:00 am – 9:15 am and 2:00 pm – 2:15 pm will henceforth be combined into one (1) break of one half (.5) hour in length that will occur daily between 9:00 am – 9:30 am. The evening shift is entitled to two (2) fifteen (15) minute breaks. Summer hours for all unit members are 7:00 am to 3:30 pm.

Section 2. No School/Snow Days

On days when school is canceled due to snow or other emergency weather conditions, all unit members will not report for their normal shift, but instead will report at the discretion of the lead custodian to ensure each school is ready for the next day that schools are in session.

- A. No one will be called in prior to 9:00 AM when school is canceled due to snow.
- B. Any time worked after 12:00 AM would be paid at the overtime rate. (No minimum).

- C. If school is canceled after 5:00 AM, then unit members who report to work will be paid a minimum of two (2) hours of overtime and will be sent home until called back in for snow removal.
- D. Unit members are essential personnel and are expected to report when called, but the School Committee agrees that unit members will not be called in unless necessary and the safety of those having to travel will be considered when the call is being made.
- E. The official notification to unit members that school has been canceled will be through a group message format.
- F. All North Andover custodial unit members are essential personnel. They must, therefore, be available for snow removal at all times. Unless a unit member has a pre-approved vacation day or an illness confirmed by a physician, each unit member must make himself/herself available for snow removal and must report when a snow event is declared by the Building/Maintenance Supervisor. Pay for this activity is governed by contractual language.

Section 3. Overtime

The Administration will determine when additional custodians are required. A unit member must first work his/her regular hours in order to be eligible for overtime hours.

- A. School Connected Function - Details paid by the School Department: time and one-half with a two-hour minimum.
 - I. Unit members shall perform all custodial duties and responsibilities related to the detail.

2. Unit members shall remain at the detail, unless instructed otherwise, except as provided in Sections A. 3. and A. 4.
3. Unit members may be assigned other custodial duties related to the condition of the building in proximity to, or accessible to, the detail.
4. Unit members performing details paid by the School Department may be required to perform regular custodial duties in the same building unrelated to the detail.

B. Non-School Connection Function - Non-School "Outside" Details: Details not paid by the School Department: time and one-half, with a two (2) hour minimum.

1. Unit members shall perform all custodial duties and responsibilities related to the detail.
2. Unit members shall remain at the detail, unless instructed otherwise, except as provided in Section B. 3.
3. As a general rule, unit members performing "non-school" details may be assigned regular custodial duties and responsibilities in addition to Section B.1. duties.

C. All unit members will be given an opportunity to work a share of necessary overtime. The administration is responsible for offering equal overtime opportunities. It is not Administration's responsibility to ensure equal hours are accepted. Overtime will be distributed on an hourly basis. Refusal hours and accepted hours will be charged to the individuals.

In the event that volunteers from their assigned site are not available to accept assigned overtime, then Administration will go system-wide to meet the overtime needs. In the event that volunteers are not available system-wide, then Administration reserves the right to assign the overtime.

Weekend building checks shall be scheduled separately as authorized by the Building/Maintenance Supervisor. The unit member assigned to perform a scheduled building check shall be compensated at a rate of time and one-half, for an amount of time equal to the following pre-established schedule: High School 1.5 hours; Middle School 1.25 hours; all elementary schools 1.0 hours; ECC 1.0 hours except for the following combination: Kittredge/Central Office combined at 1.5 hours.

Both sides agree to form an overtime guideline committee to deal with the equitable distribution of overtime opportunities.

- D. Every effort will be made to ensure that overtime will be paid within three (3) weeks from submission of the overtime slip.
- E. Any night a unit member is called in to assist a day unit member shall be paid at a rate of time and one-half (1-1/2) overtime, in addition to the regular eight (8) hour work day, which shall not be altered.
- F. The Building/Maintenance Supervisor, however, shall not ask someone who is on vacation to work while on vacation. A unit member who agrees to work while on vacation will be paid his/her vacation time plus straight time. The unit member must indicate his/her willingness to work during his/her vacation time by sending the information to the Building/Maintenance Supervisor before his/her vacation begins.

- G. Any unit member who responds to a call-in on a Saturday or a Sunday will be paid for a minimum of two (2) hours.

Section 4. Emergency Call-Ins

Unit members shall be paid at time and one-half with a minimum of two (2) hours guaranteed. The responding unit member shall not lose his/her turn in the overtime rotation schedule. Further, in any emergency, the Superintendent reserves the right to call any or all unit members wherein said unit member(s) shall respond to the situation.

Section 5. Snow Clearing Overtime

Any snow or inclement weather event early start will be at the discretion of the Building/Maintenance Supervisor. In the event that snow has accumulated or icy conditions exist during early morning hours on days when school is in session, all day custodians of the High School, Middle School, Elementary Schools, and the Early Childhood Center shall report to work one (1) hour prior to their regular starting time and shall be compensated at the overtime rate for said one (1) hour. The minimum overtime hours as contained in Section 2 and Section 3 of this Article shall not apply to overtime work performed under this section. A unit member called in for "snow removal only" will be paid for a minimum of four (4) hours. If there is school on Friday, and it then snows and unit members have to come in on the weekend to get school ready for the following week, this work will be paid as overtime.

Section 6. Deliveries

Any time deliveries require a unit member to stay beyond normal quitting time, such time shall be handled as normal overtime.

Section 7. Non-School Functions

When an outside (non-school) group cancels a function, with less than eight (8) hours prior notice, the group must pay the unit member a minimum of two (2) hours. Further, and on a limited basis, a unit member who is given a “standby” assignment shall be paid a minimum of two (2) hours overtime by the requesting non-school group. Specifically, if a facility space is reserved in case of rain, on Patriot’s Day, Memorial Day, or Veteran’s Day, and said space is not used, then the unit member assigned to the event shall be compensated. The “Use of Facilities” form will include this information. The rate to be paid is a normal overtime rate of time and one-half.

For any Massachusetts Interscholastic Athletic Association (MIAA) function conducted at North Andover Schools, the School Department will assign more than one (1) unit member to such events. The unit members will start their shift at the same time.

Section 8. Summer Hours and School Vacation Shut-Down

All unit members will be assigned the same hours during the summer school closing and school vacation shut-down period; i.e., 7:00 a.m. to 3:30 p.m., with a half-hour lunch period.

Section 9. Overtime Guidelines

The Overtime Guidelines for unit members are found in Appendix E.

ARTICLE ELEVEN

SENIORITY

Section 1. Temporary Replacement Assignments

- A.** When a unit member on the day shift is absent due to illness, his/her replacement will be selected by the Building/Maintenance Supervisor. Seniority will be a consideration. Whenever possible, a Floating Custodian will be used to cover the absence.
- B.** In the event of the absence of a senior custodian which is greater than ten (10) consecutive work days, exclusive of vacation leave, the administration may appoint an "acting" senior custodian, effective with the eleventh day of absence. Said "acting" custodian shall be compensated at the rate of senior custodian. In the event it is known prior to such an absence, that a senior custodian will become absent for a period of greater than ten (10) consecutive work days, then said "acting" appointment shall be made effective with the first day of absence.

Section 2. Assignments, Vacancies, and Seniority

- A.** A vacancy is an opening caused by a promotion, death, retirement, resignation, discharge, the availability of a new position, or a temporary opening due to extended illness.
- B.** Notice of all openings in the bargaining unit is to be posted in the custodians' room at each school a minimum of seven (7) working days in advance of action by the Superintendent.

Each notice shall contain the following information:

- 1) Date of posting
- 2) Job Title
- 3) Salary Range
- 4) Location
- 5) Assigned hours of work/days off
- 6) Example of duties
- 7) Qualifications

C. Unit members who wish to be considered for an opening must make written application to the Principal with a copy to the Assistant Superintendent for Finance and Operations within a time period specified on the posted notice. This will be at least three (3) days, except that one (1) day shall be sufficient for a temporary appointment.

D. No unit member shall be restricted from applying for any custodial position unless mutually agreed upon previously in writing by both parties.

E. Determining factors in the assignment to vacancies:

1. Applicable only to Custodial Positions: The Administration will interview all qualified applicants. Job selection shall be made from members of the bargaining unit provided they have qualifications to do the job. Where qualifications are determined to be relatively equal, seniority shall be the determining factor. School Principals shall make the judgment about qualifications subject to the Superintendent's approval. A by-passed senior applicant, upon request made in writing, will be given the reasons, in writing, for his/her non-selection. Said response shall be given within fourteen (14) calendar days from receipt of the written request. In the event there is no applicant within the bargaining unit with qualifications to perform the job, applicants from outside the bargaining unit may be hired.

2. Applicable only to Maintenance Positions: The Administration may fill said jobs from applicants within the bargaining unit or outside of the bargaining unit, provided, however, that preference shall be given to applicants from within the bargaining unit where such applicant's qualifications equal or exceed those of applicants from outside of the bargaining unit. As between applicants from within the bargaining unit, qualifications being equal, seniority shall govern. The Administration reserves the right to reject all applicants and to repost and re-advertise the position.
 3. "Qualifications" as used herein shall include ability, evaluations, work record, experience, and attendance.
 4. Evaluation under this Article shall be performed by the Principal or his/her designated supervisors consistent with the evaluation language contained in Article 13. The Evaluation Form is attached as Appendix C.
 5. "Seniority" as used herein shall mean a unit member's length of continuous service in the North Andover School Department dating from his/her most recent date of hire, except as provided in Article 9 (Probationary Employee).
- F. Within seven (7) working days after a position has been filled, the Association shall be advised of the name(s) of the unit member or new hire designated to fill the vacancy.

- G.** A unit member who applied for a vacancy and was not selected may request a meeting with the Administration for the purpose of ascertaining the reasons for non-selection.
- H.** If only one (1) person applies for an opening and is deemed unqualified, the Building/Maintenance Supervisor may assign someone to fill it.
- I.** If two (2) or more people are hired on the same day, seniority shall be determined by the Civil Service test grade where applicable. If the grades are the same, the date the employment application was received shall be the determining factor.
- J.** A unit member's seniority shall be defined as being equal to his/her length of continuous employment by the Committee beginning with his/her first day or work in the bargaining unit.

Leaves of absence shall not be included as accrued time. Full-time and part-time positions will count toward service only if a written appointment was made and records verify that appropriate contributions were made to the county retirement program.

- K.** Association members who apply for an opening will not be required to participate in the formal interview process. At a minimum, however, each candidate shall interview with the responsible building administrator.

Section 3. Involuntary Transfers

Unit members who are involuntarily transferred shall be given the reasons, in writing, for said transfer. This provision includes Senior Custodians. All involuntary transfers shall be reviewed and approved by the Superintendent.

ARTICLE TWELVE**PAYMENT PLAN AND FRINGE BENEFITS**

Unit members shall be paid in accordance with the established schedules on a twenty-six (26) payment plan and shall be entitled to such fringe benefits as retirement membership, Blue Cross-Blue Shield, Life Insurance, Sick Leave, etc. These shall be administered as for all town employees.

The specific benefits are:

Section 1. Longevity

- A. Unit members who have been in continuous, full-time employment shall be paid, in addition to regular salary payments, increments determined as follows:

<u>Length of Service</u>	<u>Dollar Amount</u>
Over five (5) but not ten (10) years	\$1,400
Over ten (10) but not fifteen (15) years	\$2,005
Over fifteen (15) but not twenty (20) years	\$2,255
Over twenty (20) but not twenty-five (25) years	\$2,505
More than twenty-five (25) years	\$2,755

A unit member must be paid at least one hundred thirty (130) days in a year to qualify for a year of service credit toward longevity.

- B.** A unit member will become eligible for longevity increments on the anniversary date of his/her employment. The longevity shall be payable in one lump sum in a separate check from the payroll check in the first pay period in July of each year. A unit member must be employed by the District as of July 1 of the year in order to receive the longevity paycheck in July.
- C.** A unit member who qualifies for longevity compensation and then leaves the employ of the North Andover School Department shall not be entitled to such compensation if re-employed until a new qualifying period of continuous full-time employment has been served.
- D.** If the service of a unit member is interrupted by military service or for an extenuating circumstance not resulting from the unit member's own action, with the approval of the Building/Maintenance Supervisor, total service will be considered as continuous service. For purposes of longevity payments, vacation allowances, and salary increments, a unit member's anniversary date will be adjusted to reflect any other time not actively employed in the system. (Example: if a person commenced employment as of 2/1/77 and took a six (6) month leave, the revised anniversary date for figuring longevity payments, vacation allowances, and salary increments would be 8/1/77). The commencement date of employment would still be considered as 2/1/77.

Section 2. Paid Holidays

- A.** The following days shall be recognized as legal holidays and the unit member shall be excused from duty without loss of pay:

New Year's Eve Day-Reduced Length of Day*

New Year's Day

Martin Luther King Jr. Day

Presidents' Day

Patriot's Day

Memorial Day

Independence Day

Christmas Eve Day-Reduced Length of Day*

Floating Holiday

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas

(*) Christmas Eve Day (December 24) and New Year's Eve Day (December 31) – All unit members will work their holiday schedule: 7:00 AM – 12:30 PM.

Holidays that occur on weekdays (Monday through Friday) will be recognized on the day they occur. Holidays occurring on Sunday will be recognized on the following Monday.

Holidays occurring on Saturday will be recognized the preceding Friday if school is not in session that day. If school is in session on the Friday preceding a Saturday holiday, the day may be taken individually at some other time by mutual agreement with the Building/Maintenance Supervisor.

When Christmas Eve falls on a Saturday or Sunday, and school is in session for only half the day on the Friday immediately preceding Christmas Eve, then unit members will also work their half-day shift on that Friday (6:00 am - 12:00 pm for the first shift and 12:00 pm - 6:00 pm for the second shift).

- B. In order to qualify for holiday pay, a unit member must work the last day before the holiday and the first day after the holiday, except when the holiday is part of a vacation week, or when prior arrangements have been made with the Building/Maintenance Supervisor.
- C. All full-time unit members who work on the day before Thanksgiving will work a six (6) hour shift.

Section 3. Vacation

- A. Vacations, with pay, shall be earned by full-time unit members (prorated for part-time unit members) with continuous service according to the following schedule:
 - 1) Up to five (5) years of service, unit members will earn five-sixths ($5/6$) of a day vacation for each full month of service plus an additional .67 of a vacation day.
 - 2) After the unit member's fifth anniversary, s/he will be credited with fifteen (15) vacation days plus an additional .67 of a vacation day effective July 1 of each year.
 - 3) After the unit member's tenth anniversary, s/he will be credited with twenty (20) vacation days plus an additional .67 of a vacation day effective July 1 of each year.
 - 4) After twenty (20) years of service, an additional four (4) days of annual leave (total: 24.67 days) will be given to each qualifying unit member.

- B. The total number of days granted will be credited to the unit member on the first day of the month of July. However, the total number of days credited to the unit member, as vacation, will be held and pro-rated if a workers' compensation claim, retirement, or resignation is pending. Further, benefits shall be awarded only if the unit member were actively working during the year, and by this activity earned the benefit. If a unit member ends employment prior to June 30 of a given year, then vacation payout will be determined on a prorated basis, based on the number of days the unit member would have earned up to the last day worked. If the unit member has used more vacation days than would have been earned to that point, then the unit member will be responsible for paying back any unearned paid vacation days.
- C. Time to be taken will be scheduled with the approval of the Building/Maintenance Supervisor. Vacations are to be used within the prescribed period between anniversary dates. A unit member has the option to carry over ten (10) vacation days in addition to the additional five (5) buyback days. If the unit member does not reduce his/her number of carryover vacation days down to ten (10) carryover days by August 31, the School Department will automatically buyback up to five (5) days to reduce the number to ten (10) days and issue a check to the unit member no later than September 30. All vacation cash-outs will occur at the same time, no later than September 30. A unit member may choose to cash out up to five (5) vacation days even if the number of carryover days is less than ten (10) days.
- D. Vacations will be discouraged during the final full week in August before school opens and during the December, February and April school vacations.

Section 4. Family and Medical Leave Act (FMLA)

All eligible unit members of the North Andover Custodial Association, shall be entitled to all benefits and privileges authorized and mandated by The Family and Medical Leave Act of 1993 (Issued by the U. S. Department of Labor), and applicable state law.

Section 5. Sick Leave

- A. A full-time unit member in continuous service shall earn sick leave at the rate of one and one-quarter (1.25) days for each full month of service. Sick leave shall accumulate to a maximum of two hundred twenty-five (225) days. Five (5) of such sick days may be used each fiscal year for absence due to the illness or injury in the unit member's immediate family.

Immediate family as used herein shall mean: Spouse, child, mother, father, or any other family member residing in the unit member's household.

When illness forces a custodian to be absent:

- 1) A day custodian will notify the principal's office at his/her assigned facility and contact the Building/Maintenance Supervisor.
- 2) A night custodian will notify the principal at his/her assigned facility and contact the Building/Maintenance Supervisor.
- 3) If a simple illness is experienced for more than one (1) day, then a notification is expected every day.

Section 6. Sick Leave Bank

Each member of the bargaining unit may voluntarily become a member of the Sick Leave Bank for custodians, maintenance, and grounds keepers.

A. As a requirement of membership in the Sick Leave Bank, each participating unit member shall voluntarily donate at least a determined number of days per year (as determined each year by the Sick Bank Committee "SLBC") from his/her sick leave accrual to the pool which shall be effective on the first day of the fiscal year (July). The unit member shall have been in the unit for two (2) full years from his/her date of hire and shall have accumulated a total of twenty (20) personal sick leave days in order to be eligible for membership in the Sick Leave Bank ("Bank"). The unit member shall donate two (2) sick leave days upon entry into the Bank and then shall donate one (1) day each year thereafter. Section I of this Section "Sick Leave Bank" may require additional days to be donated to the Bank from time to time.

- 1) First year: a unit member donates two (2) days
- 2) Second year: a unit member donates one (1) day
- 3) Every year after: a unit member donates one (1) day per year

B. The existence of the Sick Leave Bank is a privilege rather than a convenience; therefore, days will be granted from the Bank for serious injury, illness, etc. This must be verified by a physician's certificate, which gives clarification as to what is wrong with the unit member and how long the unit member will be disabled.

C. An individual shall not lose membership in the Bank should the participating unit member be out for an extended period of time.

- D. The Sick Leave Bank will be available only after the unit member has exhausted all of his/her own personal days, vacation days and all accumulated sick days with a balance of zero days on record before any days granted by the Sick Leave Bank will start. ***Refer to part (F) Sick Leave Bank.**
- E. Application for benefits shall be made to the Sick Leave Bank Committee Chair who is the Association President. The application may be made prior to a person exhausting all of his/her own personal accumulated time to expedite benefits. ***Refer to part (E) Sick Bank Leave.**
- F. The Sick Leave Bank will be administered by a Sick Leave Bank Committee, ("SLBC") consisting of five (5) members. Two (2) of these members shall be the President and Vice President of the Association. The other three (3) members will be appointed by the Association for the length of the contract. Also, there will be an alternate member to fill in for any board member who needs sick time. (Refer to Part R). All SLBC members must participate in the sick leave bank in order to be on the SLBC and to vote. Disbursement of sick leave days shall require three (3) affirmative votes from the Sick Leave Bank Committee, along with final approval of the Superintendent, Assistant Superintendent for Finance and Operations, or Director of Personnel. Both the Sick Leave Bank Committee and the North Andover School Department Administrators must approve a sick leave bank request.
- G. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. No more than twenty (20) days are to be granted at one time. The SLBC has the right to limit the length of sick time to be granted for each illness. The unit member may re-apply for more days with a physician's letter stating why the unit member cannot return to his/her duties.

- H. If the amount of days in the Sick Leave Bank is reduced to forty (40), then the Sick Leave Bank Committee shall assess each unit member of the said Bank one (1) additional day. Said additional day will be deducted from the unit member's annual sick leave days.
- I. All unit members wishing to participate shall sign an affidavit indicating their desire to join the Bank. Continued membership from year to year shall be automatically assumed as long as the participating unit member is employed as a member of the Association. A participating unit member shall sign an affidavit indicating his/her termination of membership in the Sick Leave Bank if the unit member desires not to continue participation in the Sick Leave Bank. Once a unit member becomes a member of the Bank for a fiscal school year, that unit member may not withdraw from membership in the Bank until the conclusion of that fiscal school year ends on June 30th. Should a unit member of the Bank decide not to join the Bank for a subsequent school year, the unit member's previously donated days shall remain in the bank. (See attached form: Affidavit D-2)
- J. Unused sick days in the Bank shall accumulate from year to year and contract to contract.
- K. Appropriate forms must be completed before the SLBC can initiate a review of any request. The required forms are: the Application for Extended Sick Leave Benefit and the Physician's Report.
- L. A unit member may obtain an Extended Sick Leave Form and Physician's Report from the Director of Personnel or Business Administrator's office. The unit member must have a physician fill out the form, providing all requested information.

- M. Completed forms must be returned to the Director of Personnel. A second medical opinion may be requested by the North Andover School Department. The second physician shall be approved by the North Andover School Department.
- N. A copy of all appropriate forms filled out by unit members will be sent to the Union President and Director of Personnel. The Union President shall keep records on file for all members of the Sick Leave Bank to review.
- O. Special Request for sick leave time may be brought forward to the Sick Leave Bank Committee board members for review.
- P. Any Sick Leave Bank Committee member who is on the SLBC and needs sick time shall not vote on his/her own request. The Association will have the alternate member fill in for that SLBC member. The alternate member will be appointed by the Association for the length of the contract.
- Q. Amendment to Part (L): if the number of unit members in the Association increases, then the total maximum number of days allowed to be accumulated will increase by twelve (12) for each unit member added. Each new unit member must contribute twelve (12) days to the sick leave pool.
- R. When a member of the Association who is also a member of the Sick Leave Bank retires, that unit member, at his/her option, may donate up to fifty percent (50%) of his/her personal accumulation of sick leave days to the Bank if the Bank has less than 300 days in it. If the Bank has 300 days or more at the time of the unit member's retirement date, none of his/her personal accumulation of days will be added to the Sick Leave Bank.

Section 6. Personal Days

- A. Each permanent unit member shall be granted two (2) days of paid leave per year (non-cumulative) for the purposes of transacting or attending to imperative legal business, household, or family matters, impossible to transact during non-work hours. This time will not be deducted from sick leave. In lieu of the two (2) additional floating personal leave days formerly in this Section 6 of the Agreement, a .67 vacation day shall be added yearly to each unit member's vacation day total.
- B. Personal leave may be utilized for personal business that cannot be scheduled other than during normal school hours. Personal leave is not intended to extend a vacation or for recreational activities.
- C. Custodial Association members who wish to use a personal day on the day before or the day after a holiday or school vacation must submit a written reason along with the Appendix C form to the Superintendent. The request must be submitted as soon as possible and not less than fourteen (14) days prior to the absence.
- D. If a unit member feels that the reason is so personal that s/he does not wish to put it in writing, s/he may contact the Superintendent directly to discuss the request.
- E. If necessary, the Superintendent may request to meet with the unit member and thereafter render a decision within forty-eight (48) hours following the meeting with the unit member.

Section 7. Retirement - Non-Teaching Employees

- A. In the event of a custodian's death while on active employment, any regular wages or unused vacation due will be paid to his/her estate.
- B. Any full-time (12 month) unit member, having attained the age of sixty (60) years or more and with a minimum of twenty (20) years in the North Andover School System, and after submitting a notice of intent to retire within three (3) years or less, will receive an additional \$1,000 per year until retirement. It is understood that:
- 1) The request and benefit will run concurrently with the fiscal year.
 - 2) The benefit will not be paid in the event that this notice of retirement is withdrawn, and any monies paid under this clause must be returned.
 - 3) The benefit will only be paid for a maximum period of three (3) years.
 - 4) This program became effective July 1, 1976.
- C. Any unit member of the unit on the maximum salary step at the age of fifty-five (55) years, but who has not attained the age of sixty (60) years, and who has completed a minimum of twenty (20) years of service in the North Andover Public School System, shall be eligible for a salary adjustment during his/her final year of service in the amount twenty-five hundred dollars (\$2,500.00), payable in weekly installments over said final year.

To be eligible for said benefit, the unit member must submit to the Superintendent of Schools, at least one (1) year in advance, his/her written notice of intent to retire. In the event that said unit member subsequently withdraws his/her notice of intent to retire, the acceptance of such withdrawal shall be conditioned upon the return of any monies paid under this section.

- D. Unit members will participate in County Retirement according to the rules as promulgated by the County Retirement Board. Provisional unit members will be eligible for inclusion in the retirement program after six (6) months of service.

Section 8. Military Service - Temporary Active Duty

A maximum of ten (10) days per year will be allowed for unit members called into temporary active duty of the U. S. Armed Forces Reserves or the National Guard. Every attempt will be made to fulfill duty obligations other than normal work days. Unit members will be required to submit a pay voucher and will be paid the difference between regular custodial pay and that received from the State or Federal Government. This time will not be deducted from vacation.

Section 9. Bereavement Leave

In the event of a death of an immediate family member (spouse, child, parent of either spouse, brother, sister, or in-law; or person in the immediate household), the unit member shall be entitled to bereavement leave of up to five (5) days. Subject to the approval of the Superintendent, additional days of bereavement leave or days of bereavement leave for individuals not specifically enumerated herein, may be given. Additionally, three (3) bereavement days per school year may be taken for the death of a grandfather or grandmother.

Section 10. Clothing, Cell Phone, and Courier Stipends

All Custodial Association members are required to wear a uniform while at work. The uniform consists of a plain, navy blue, work shirt (red, white, black, or blue). Sleeve length shall be as provided by the manufacturer and may be long or short sleeve. The work shirt and all clothing items noted below with an asterisk (*), shall display an embroidered school system emblem on the front (effective August 31, 2000). The school department will be billed for all embroidery work done on behalf of the custodians, for the purpose of complying with this uniform requirement. A

solid colored "t" shirt may be worn during a normal workday if the custodian is assigned to a second shift; during school vacation periods, and during the school summer vacation period. In addition, work style shorts may be worn at the discretion of the Building/Maintenance Supervisor during the summer vacation period and on extremely warm spring and fall days. "Short-shorts", dungaree or "cut-off" shorts are not to be worn.

A. Clothing Stipend

The School Department shall provide an annual clothing stipend of six hundred dollars (\$600.00) during each year of this Agreement to be paid as a separate check in the last pay period in August. Unit members may purchase the following designated items. Unit members must also provide a personal cell phone number to the School District which the School District can use as the primary means of communication with the employee.

- | | |
|------------------------------|--|
| 1. Boots | 10. Outdoor gloves |
| 2. Rubbers | 11. Work Gloves |
| 3. Foul Weather or Rain Gear | 12. Thermal Underwear/Cold Undergarment |
| * 4. Coverall | 13. Thermal Socks or Socks |
| 5. Painting Overalls | * 14. Outdoor Work Vest |
| 6. Work Boots | ** 15. Outdoor Coat and Jacket |
| 7. Work Pants | * 16. "T" Shirt with Pocket (Solid Shirts (long or short sleeve) |
| * 8. Plain, Solid Color Work | * 17. Sweatshirt (winter use) or Hoodie |
| **9. Headgear | 18. Work Shoe |
| | 19. Shorts/Long Athletic Shorts) |

(*) Single Asterisk - Items so identified must have a school system emblem embroidered on the front.

(**) Double Asterisk - Items so identified must have a School system emblem applied to at least one of the items noted.

Note: Silk screening may be used in lieu of embroidery if recommended by the vendor.

A new unit member must purchase items one, two, three, and four with his/her first year's clothing allowance. These items are essential for start-ups. Safety goggles and back support belts shall be made available by the School Department.

B. Cell Phone Stipend

A cell phone stipend of forty dollars (\$40.00) per month will be paid during each year of this Agreement in equal amounts throughout the year beginning with the first paycheck issued after July 1 of each year. Should a unit member depart the District for any reason including but not limited to retirement, these installments will end and not continue his/her last paycheck.

C. Courier Stipend

Effective July 1, 2021, the courier stipend of nine hundred dollars (\$900.00) per year will be paid as a separate check as part of the last paycheck period in June (See Article Fifteen for conditions).

Effective July 1, 2023, the courier stipend of one thousand dollars (\$1,000.00) per year will be paid as a separate check as part of the last paycheck period in June (See Article Fifteen for conditions).

Section 11. Health Insurance

Matters involving employer provided health insurance are governed by the provisions of the existing Memorandum of Agreement between the Town of North Andover and the Public Employee Committee dated January 1, 2013 to June 30, 2019.

Section 12. Other Benefits

The Committee agrees to implement a Section 125-pre-tax plan that shall provide for insurance premium payments, a dependent care account plan, and uninsured medical and dental expenses. The Association agrees to work with the Committee and the Town of North Andover in order to monitor and assess the administration of the plan.

Tax Sheltered Annuities: Federal tax-free payroll deduction is made at the unit member's request. The Association may participate in a tax-sheltered annuity program in accordance with Section 403(b) of the Internal Revenue Code of 1954 (authority to school committees to purchase annuities for certain employees granted by Chapter 466 of the Acts and Resolves of 1963 of the Massachusetts General Court). The Superintendent will grant permission to any insurance company already on the School District's list of approved vendors and licensed in the State of Massachusetts to enter into an agreement with individual unit members for a tax-sheltered annuity program provided an application is received before December 1 of the current school year and provided that the agreement or agreements are made with one (1) company resulting in one (1) deduction.

Life Insurance: Unit members will be afforded such life insurance as is annually provided by the Town Meeting and the Board of Selectmen.

ARTICLE THIRTEEN

MISCELLANEOUS PROVISIONS

Section 1. Job Performance

- A. Quality of work must meet normal standards of cleanliness.
- B. All custodians and maintenance personnel, covered by this agreement, shall receive an annual performance evaluation. Using the evaluation tool shown in Appendix C, said evaluation shall be conducted by the person immediately responsible for the unit member (in most cases, the school principal) with input received from the Building/Maintenance Supervisor. The evaluation process shall, to the maximum extent possible, evaluate the job performance of each such unit member on the basis of objective criteria. The results of such evaluations may be utilized by the department or the appointing authority in future personnel determinations.
- C. No derogatory or evaluative material originating after original employment shall be placed in a custodial/maintenance person's personnel file unless the unit member has had an opportunity to review the material. The unit member may submit a written notation stating his/her views regarding any material and the same shall be attached to the file copy of the material in question. If the unit member is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material contained therein.

D. **Employee Assistance Program**

The parties agree to utilize the Employee Assistance Program in effect without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement.

The Association and the Committee agree to cooperate in encouraging unit members to seek assistance for problems, including but not limited to alcoholism and drug abuse.

E. **Drug Free Workplace Policy Statement**

The parties agree to the Policy Statement ratified on 10/06/97 by the Association and on 10/14/97 by the Committee concerning the commitment to a drug-free workplace. (Attached herein as Appendix F)

F. Leaving work without prior permission before official quitting time is a serious offense.

G. In the case of any oral or written complaint or criticism received by the Administration, the unit member will be promptly notified of the complaint, the source of the complaint if agreed to by the complainant, and the disposition of the complaint. S/he will be provided with a copy of any complaint made in writing.

Section 2. School Property

- A. Unit members will not use school equipment, other than that which is required to execute their jobs, without the prior consent of the Principal.
- B. Whenever unit members wish to use school property for meetings or other custodial activity, a written application must be made to the Assistant Superintendent for Finance and Operations.

Section 3. Association Activity

- A. The Association will be allowed to conduct business on school property with prior approval from the Building Administrator or his/her designee. Unit members participating in business discussions that take place during working hours, will be allowed only to do so after it has been approved by the Building Administrator.

Section 4. "No School" Days

All unit members will report for the day shift on school vacations and "no school" days unless otherwise directed by the Building/Maintenance Supervisor.

Section 5. Personnel Records

- A. No materials shall be placed in the personnel file of a unit member without his or her prior knowledge and written notification.
- B. Personnel files shall be jointly reviewed every two (2) years by representatives designated in writing by the Association and the Administration for the purpose of removing warnings or reprimands which have since been resolved. Prior to any such removal, both parties must mutually agree to the same.

Section 6. Telephone Numbers

Each unit member shall provide his/her supervisor with his/her home telephone number or a number at which he/she can be reached for work purposes. That number(s) shall be given to the Assistant Superintendent Finance and Operations and the Building/Maintenance Supervisor.

Section 7. Building Maintenance/Electrical /Carpentry Unit Member and the Building Maintenance/ HVAC/Plumbing Unit Member.

The job descriptions for the Building Maintenance/Electrical/ Carpentry unit member and the Building Maintenance/ HVAC/Plumbing unit member are attached as Appendix G.

Each of the two (2) positions will have a thirty percent (30%) salary differential to be based upon his/her placement on the salary schedule.

The Building Maintenance/Electrical/Carpentry unit member and the Building Maintenance/ HVAC/Plumbing substitutes for and performs all functions of an absent Head Custodian and/or Custodian only if no one else is available. When used in this capacity s/he will not be responsible for his/her regular and usual duties of this position while performing as a substitute. If s/he is used as a substitute, s/he will maintain his/her thirty percent (30%) stipend.

ARTICLE FOURTEEN

DISCIPLINE

Section 1. Just Cause

No unit member may be disciplined without just cause.

Section 2. Progressive Discipline

Any discipline rendered under this Contract shall be undertaken in accordance with the principles of progressive discipline.

ARTICLE FIFTEEN

COMPENSATION

Section 1. Step Increase

A. A unit member shall receive the increment between his present rate and the next higher step rate as follows:

1. After completion of one (1) year at the minimum or entrance rate.
2. Thereafter, one (1) year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.

Effective July 1, 2012 unit members at Step 5 as of July 1, 2012, will be removed from the current Salary Schedule and placed on the Salary Schedule labeled "Salary Schedule B." (Appendix A) All other unit members will remain on the Salary Schedule labeled "Salary Schedule A" (Appendix A) and will not advance past Step 5.

Section 2. Salary Schedule**A. Building Custodian**

The salary schedule is attached hereto and made a part hereof, being Appendix A of this Agreement.

B. Senior Building Custodian

Administration shall be responsible for determining the need for and placement of Senior Building Custodians. Such a determination to create or eliminate this position of responsibility shall not be subject to challenge. The selection process shall be in accordance with the applicable section(s) of Article Eleven. However, if said Senior Building Custodial position is eliminated, the Senior Custodian shall be entitled to bumping rights, if, said custodian previously held a custodial position within the school district. A wage differential of fifteen percent (15%) will be paid to the appointed individual.

C. Maintenance Custodian

To be appointed by the School Committee. A wage differential of fifteen percent (15%) will be paid to the Maintenance Custodian.

D. Lead Custodian

The Lead Custodian position, is defined as the senior day custodian at each elementary, where more than one permanent custodian is assigned. The Lead Custodian will be responsible for directing all custodial work during the following time periods: summer vacation, Christmas vacation, February, and April vacation. The Lead Custodian will receive a differential of five percent (5%) during the above-mentioned vacation periods only.

E. **NAMS /NAHS Senior Custodian and Lead Custodian Positions**

The existing Senior Custodian position (NAMS and NAHS), which is responsible for coordinating and ensuring the completion of all custodial tasks (including functions) in the school, is currently part of one of the second (2nd) shift positions at the school and is compensated at fifteen percent (15%) more than the normal custodian salary.

The tasks of the Senior Custodian position at NAMS and NAHS will be split between two (2) positions, one (1) on the first shift and one (1) on the second shift.

The stipend and responsibilities will also be split between the two (2) positions.

The Senior Custodian will work the first shift and will be responsible for coordinating the efforts of the staff in ensuring all custodial tasks other than functions are completed satisfactorily. This position will be paid an additional stipend of ten percent (10%) of the salary of the individual filling the position.

The Lead Custodian will work the second shift and will be responsible for coordinating the efforts of the staff in ensuring that all functions are set up, monitored, broken down, and cleaned up satisfactorily. This position will be paid an additional stipend of five percent (5%) of the salary of the individual filling the position. Effective July 1, 2021, those in the Floater positions are also eligible for the five percent (5%) Lead Custodian differential.

Both the new Senior Custodian position and the new Lead Custodian position will be posted following the procedures as outlined in the Collective Bargaining Agreement dated July 1, 2018 – June 30, 2021.

F. **Duties of the Custodian responsible for the Supply Room/Center currently located at the Atkinson School**

S/he will be assigned to load, unload, and put away supplies at the Supply Room/Center.

S/he will be assigned to keep the Supply Room/Center organized, clean, and neat, and to ensure supplies are put in their appropriate places as determined by the Building/Maintenance Supervisor.

S/he will be required to be certified in the proper use of a forklift in order to perform the required duties.

His/Her Building/Maintenance Supervisor will be responsible for certifying the Custodian in the proper use of a forklift.

OSHA training will be provided for any Custodian who performs the duties referenced in Section 1 above.

Should the incumbent no longer be assigned to carry out the duties, the employer will select ten (10) Custodians from a pool of interested volunteers for training, based on seniority. If less than ten (10) unit members volunteer, the Building/Maintenance Supervisor shall fill the remaining slots from within the unit based on seniority.

The unit member will be compensated at the rate of five percent (5%) above the combined total of his/her annual base salary and her/his Lead Custodian stipend, as applicable.

All duties related to the Supply Room/Center are to be completed during normal working hours. These duties are not eligible for overtime unless specifically approved by the Building/Maintenance Supervisor.

Section 3. Association Dues

Effective July 1, 1997, unit members covered by this Agreement shall on the prescribed form, authorize payroll deductions.

Dues shall be deducted monthly (if not paid in advance) in accordance with M. G. L. Chapter 180, Section 17G. Said funds shall be remitted to the Treasurer of the Association.

Section 4. Tuition Reimbursement

The tuition for any course taken by a unit member at the request of the Administration will be paid by the School Department.

Section 5. Extra Pay

Effective on the date of the signing of this Agreement, unit members who work in a higher job classification for five (5) consecutive days will be paid the rate of pay for that position for any subsequent consecutive days worked. Also effective on the date of the signing of this Agreement, unit members will receive double pay for covering events held on Christmas Day and New Year's Day.

School Administration and Union Leadership will meet annually to review and discuss the need for Elementary School Lead Custodians.

Section 6. Courier Service

Effective July 1, 2017, courier service is a function of the day custodian position. This function involves transporting items from the day custodian's home school to any other school in the district and/or Central Office and other Municipal offices and transporting items from any other school in the district and/or Central Office and other Municipal offices on a daily basis. The second run in a day may be required, but only in an emergency situation. Unit members will use their own vehicles for this function unless an item is too large to transport in their own vehicle, in which case a district vehicle may be used. In either case, all unit members fall under the district's liability insurance coverage.

Compensation for courier service by the custodian is to be paid as a stipend. This stipend will be paid in the last pay period of each fiscal year. If a unit member's employment ends prior to the end of the fiscal year, then this stipend will be prorated based on the last day of employment and will be paid with the unit member's final paycheck.

ARTICLE SIXTEEN

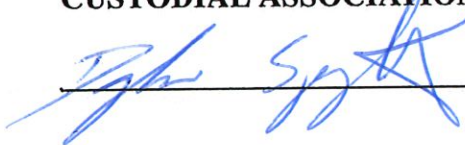
DURATION

The Agreement will remain in effect from July 1, 2021 to June 30, 2024.

In the event a new Contract is not signed by June 30, 2024, this Contract shall continue in full force and effect until a new one is signed.


IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2021.

**NORTH ANDOVER
CUSTODIAL ASSOCIATION**



1-6-2022

**NORTH ANDOVER
SCHOOL COMMITTEE**



6/13/2022

APPENDIX A – SALARY SCHEDULE**NORTH ANDOVER CUSTODIAL SALARY SCHEDULE A – 1**

<u>STEP</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	\$ 34,651			
2/1	\$ 37,063	\$ 37,063		
3/2/1	\$ 39,254	\$ 39,254	\$ 39,254	
4/3/2/1	\$ 41,555	\$ 41,555	\$ 41,555	\$ 41,555
5	\$ 43,812	\$ 43,812	\$ 43,812	\$ 43,812
6	\$ 44,958	\$ 44,958	\$ 44,958	\$ 44,958
7	\$ 45,878	\$ 45,878	\$ 45,878	\$ 46,796
8	\$ 46,851	\$ 47,554	\$ 48,505	\$ 49,475
9	\$ 47,905	\$ 48,624	\$ 49,596	\$ 50,588
10		\$ 49,701	\$ 50,573	\$ 51,585
11			\$ 51,689	\$ 52,857
12				\$ 53,757

All salary increases will be effective on July 1, and a unit member must be paid for at least one hundred thirty (130) days of the previous year to qualify for a step increase.

APPENDIX B

REQUEST FOR PERSONAL LEAVE

Pursuant to Article XII of the Agreement, I request a personal leave day on

Date: _____

The purpose of personal leave is to attend personal business that cannot be scheduled other than during normal school hours. Personal leave is not intended to extend a vacation or for recreational activities.

Signature of Unit Member: _____

Signature of Superintendent: _____

Date: _____

APPENDIX C

NORTH ANDOVER PUBLIC SCHOOLS

INDIVIDUAL EVALUATION OF A CUSTODIAL ASSOCIATION UNIT MEMBER

Name: _____

Last
First
School

Procedure to be followed: For each area of concern, please check under the appropriate heading.

	Superior	Acceptable	Needs Improvement	Unacceptable
Attendance/Punctuality				
Reliability				
Demonstrates good judgment				
Cooperative				
Shows Initiative				
Follows through with assigned tasks				
Adapts to varying situations				
Accepts constructive criticism				
Sensitive to needs of the building				
Ability to operate appropriate equipment and apparatus				
Quantity of work				
Quality of work				
Interrelationship with students and staff				

APPENDIX C (page 2)

Additional Comments: (If there is a check under "Unacceptable" or Needs Improvement", a comment is required from the Principal.)

Commendations:

Suggestions for continued growth:

The Unit Member's work is: ☐ Satisfactory ☐ Unsatisfactory ☐ Needs Improvement

Signature of Principal: _____ Date: _____

Signature of Supervisor: _____ Date: _____

Comments by Unit Member:

Unit Member's Signature: _____ Date: _____

The signature signifies only that the Unit Member has read this evaluation.

APPENDIX D
THE SEVEN STANDARDS OF JUST CAUSE

The parties agree to use the following standards to determine if the employer's actions meet a just cause standard:

- (1) Was the unit member informed of management's rules and expectations?
- (2) Were management's rules and expectations reasonable?
- (3) Was adverse action necessary to maintain orderly, efficient procedures in the organization?
- (4) Was the unit member's infraction investigated and were the procedures used fair?
- (5) Has management administered its rules equitably?
- (6) Was the unit member given an opportunity to improve his or her conduct?
- (7) Was the imposed penalty reasonable?

APPENDIX E

OVERTIME GUIDELINES

1. For the purposes of overtime, the term "custodian" will refer to both custodian and maintenance employees but the term "maintenance" only refers to maintenance employees.
2. All overtime worked at the custodian's home base building or at another building will be chargeable overtime. Calls that are not chargeable are: American Alarm, 911, police, and fire calls.
3. The custodian who does not report overtime hours back to his/her home base building within forty-eight (48) hours shall be penalized two (2) turns in the overtime rotation list at his/her base building or any other building.
4. Weekend overtime not wanted by a custodian in his/her base building will be offered to other custodians/maintenance in this rotation: 1- ABECC, 2 – Kittredge School, 3 –Thompson School, 4 – Franklin School, 5 – Maintenance.
5. If overtime is not accepted by any custodian from the home base building, then it will be offered to a custodian /maintenance person at the following locations: ABECC, Kittredge, Thompson, Franklin, Atkinson, and Sargent.
6. Once a custodian accepts a job s/he is charged with those hours. If that unit member decided not to work that job, it then becomes that person's responsibility to find a replacement. All home-based unit members should be asked first and if necessary custodians outside the home base should be asked, following the correct rotation. All overtime is chargeable with the exception of: American Alarm, 911, police, and fire calls.

7. Once a unit member leaves his/her normal shift and is called back, that overtime is still chargeable. There is no more emergency overtime. All other types of overtime such as, building checks, maintenance, snowplowing / snow removal, lawn, building checks, etc. are chargeable to the unit member's home base school.
8. If a custodian or maintenance unit member is going on vacation, s/he must give a three (3) day written notice in advance if the overtime falls on his/her rotation. If s/he does not provide notice, s/he will be charged for any overtime opportunities s/he missed.
9. When a custodian/maintenance unit member is asked to work overtime, s/he has thirty (30) minutes to respond. If the person does not respond in the proper time frame, s/he will be charged with a refusal. The next person on the rotating list will be asked to work.
10. If a custodian/maintenance unit member is unable to perform scheduled overtime after accepting the assignment because of an illness, then that person is responsible for finding a replacement for the job. The original person who accepted the job will not be charged for the hours worked. Only the person who fills in will be charged the hours.
11. Maintenance unit members will be the first asked for all maintenance overtime opportunities and all overtime hours are chargeable to the unit member system-wide. Also, maintenance unit members have forty-eight (48) hours to report all overtime system-wide. (Refer to #3 of these guidelines.)
12. When overtime is canceled and rescheduled, that overtime will go back into the pool and no hours will be charged to anyone.

13. Painting Overtime: All personnel must work a minimum of four (4) hours per shift. This will be required in order to minimize the cost of each painting shift. All personnel must demonstrate that s/he can paint in an orderly fashion to qualify. The Building/Maintenance Supervisor will circulate a qualifying list in all buildings. If painting goes system-wide, it will be offered to all custodians who qualify on a rotating basis.
14. All overtime required because of Town or State Elections when held either at the high school or the middle school will require one (1) custodian from that particular school with one (1) custodian from each of the following schools: Kittredge, Thompson, Franklin, Atkinson, Sargent, and the ECC. The custodian should be able to work both days of the event (set-up and break down). If the custodian cannot work both days of the event, then two (2) custodians may split the event, each of them working one (1) day each. In the event a custodian from one of the five (5) elementary schools cannot work, then an additional custodian from the middle school or the high school will be asked. Set-up time will be no earlier than 3:30 pm – 4:00 pm the day before the event.
15. A custodian is allowed to work overtime while on vacation, but s/he must notify the custodial supervisor that s/he wants to be informed of overtime opportunities while on vacation. If a custodian decides to work overtime while on vacation, all overtime guidelines apply and the person will be paid his/her vacation hours and regular time for any hours worked less than forty (40) hours a week.
16. If a custodian accepts and then needs to refuse an overtime assignment and the last custodian/maintenance person on the overtime rotation list is asked to work, but refuses, then that person who was originally assigned to work the event is responsible to work to find a replacement, and hours are chargeable.

17. When a custodian fills in for snow plowing, s/he will be paid at the maintenance pay rate. To qualify the unit member must have snow plowing experience and the rotation will go by seniority.
18. When a function from a custodian's home base school is held at another school and two (2) or more custodians are needed, then one (1) person from each school will be asked to work the event.
19. For the purposes of snow clearing, while school is in session, the Building/Maintenance Supervisor will determine when to call in the night personnel.
20. For scheduled events, the custodian will start at one half (1/2) hour before the scheduled starting time of the event per the contract.
21. If a custodian/maintenance person is out for thirty (30) or more consecutive work days for the use of or any combination of the use of personal sick leave and/or sick leave provided by the Sick Leave Bank and/or Worker's Compensation days and/or involuntary unpaid sick leave, then upon his/her return to service the custodian/maintenance person is to be placed in the rotation on the overtime list at the top hours on the list in his/her school building. Maintenance persons are to be on weekend overtime that is not taken by the custodians in their school buildings. Refer to Guideline #4 above.

APPENDIX F**DRUG AND ALCOHOL USE**

In accordance with the provisions of the Drug Free Workplace Act of 1988 (United States Code, Title 41, Chapter 10), it is the district's desire to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Individuals under the influence of drugs or alcohol in the workplace pose serious safety and health risks, not only to themselves, but also to all those who surround or come into contact with them.

While conducting business-related activities, on or off building premises, no employee may use, possess, manufacture, distribute, dispense, sell, or be under the influence of alcohol, illegal drugs, or controlled substances. The legal use of prescribed drugs is permitted on the job only if it is pursuant to the instructions of a licensed medical care practitioner, it does not impair an employee's ability to perform the essential functions of the job safely and effectively, and it does not endanger other individuals in the workplace. This policy extends to instances and places where employees are in a position to be regarded or identified as representing the district, such as traveling on business or participating in community, organizational or professional meetings and affairs. Employees using prescription medication that may impair their ability to safely perform their jobs should contact their supervisor to discuss the issue of reasonable accommodation.

In accordance with the Drug Free Workplace Act, an employee must, as a condition of continued employment, notify their supervisor or department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

It is a requirement of the federal act that, upon receipt of notice of conviction of a drug statute violation committed in the workplace, the district must notify any federal agency providing funding through a grant. The district must give such notice within ten (10) days, and within thirty (30) days of receiving such notification either take appropriate personnel action against the employee, up to and including termination of employment or mandated participation in an approved drug abuse assistance or rehabilitation program. Personnel action against the employee convicted of a criminal drug statute violation committed in the workplace will depend on the nature of the violation, the sentence imposed (e.g. confinement, etc.), and employee work history. The employee's failure to notify the district of such a criminal drug statute conviction committed in the workplace within five (5) days, as required, will be subject to sanctions.

APPENDIX G

JOB DESCRIPTIONS

APPENDIX G – 1

Building Maintenance/ HVAC/Plumbing Unit Member Job Description

JOB TITLE: Building Maintenance/HVAC/Plumbing - A Bargaining Unit Position
Represented by the North Andover Custodial Association

REPORTS TO: Building Principal and the Building/Maintenance Supervisor

EVALUATED BY: The Supervisor of Custodians and Maintenance, with appropriate input
by the Building Principal.

GENERAL DESCRIPTION:

S/he will perform miscellaneous interior and exterior routine and extensive maintenance and repair tasks on school department and town department buildings and property. Duties will also include repairs to mechanical, HVAC, and plumbing systems. As needed, s/he will be utilized as a substitute for an absent Senior Custodians and/or Custodians.

SALARY:

Per the NACA Collective Bargaining Agreement in addition to a thirty percent (30%) stipend based on his/her salary rate

QUALIFICATIONS:

1. High school diploma or general education degree (GED) plus ten (10) years' experience or training in a related field.
2. A broad base of technical knowledge and skills relating to *mechanical, HVAC, and plumbing systems* and building maintenance.
3. Required: Proficiency in basic computer operations.
4. Have skills in interpreting schematics and wiring diagrams and be skilled in using tools of the trade.
5. Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry, and to draw and interpret bar graphs.
6. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs various maintenance tasks such as minor electrical and plumbing repairs, painting, masonry, plastering, welding, sheet metal, carpentry, and roofing work as needed.
2. Performs maintenance to mechanical, HVAC, and plumbing systems - i.e. only those activities that do not require the District to pull a Permit.
3. Performs preventative maintenance procedures on building mechanical equipment on a scheduled basis; inspects belts, checks fluid levels, replaces filters, greases bearings, seals, etc.; repairs or replaces broken parts.
4. Cleans and inspects boilers; treats water with proper chemicals.
5. Calibrates and repairs pneumatic systems.
6. Completes daily, weekly, and monthly checklists on building equipment maintenance procedures and maintains records of scheduled maintenance procedures.
7. May operate a computer which controls and monitors mechanical equipment and utility systems.
8. Performs general labor inside and outside the physical plant including district-wide grounds, maintenance, material and supplies handling, moving equipment, operating power-driven equipment, truck driving, snow plowing, and lawn mowing.
9. Ensures compliance with all safety and code requirements of the State, local, and Board of Education guidelines, (e.g. Integrated Pest Management Plan).
10. Occasionally oversees a small crew of workers at a lower skill level such as laborers, helpers, and junior maintenance crew.

11. Maintains and repairs motors, fans, furnaces, and boilers.
12. Operates energy management control systems as required. Programs digital control devices used to control exterior lighting, localized temperature control, and emergency generators.
13. Responds to emergency maintenance requests as required.
14. Performs outside custodial duties such as snow removal as required.
15. May obtain estimates for supplies, repair parts; submits Purchase Orders for parts through approved procedures as needed.
16. Substitutes for and performs all functions of an absent Head Custodian *only* if no one else is available. When used in this capacity s/he will not be responsible for his/her regular and usual duties of this position while performing as a substitute. If s/he is used as a substitute, s/he will maintain his/her thirty percent (30%) stipend.
17. Substitutes for and replaces and performs all functions of an absent Custodian *only* if no one else is available. When used in this capacity s/he will not be responsible for his/her regular and usual duties of this position while performing as a substitute. If s/he is used as a substitute, s/he will maintain his/her thirty percent (30%) stipend.
18. Maintains records of all skilled trade repairs and reports.
19. Performs all other related duties as assigned.

SUPERVISORY RESPONSIBILITIES: None, except as noted above.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee frequently is required to walk; use hands and fingers, handle or feel objects, tools, or controls. The employee frequently is required to stand and reach with hands and arms. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job. The employee will be required to climb ladders and staging. Also ride air/electric lifts to a height of approximately fifty (50) feet.

The employee must frequently lift and/or move up to fifty (50) pounds such as a toolbox. Occasionally the employee will lift and/or move up to ninety (90) pounds such as piping, packaged cement or containerized materials. The employee will sometimes push/pull items such as tables, scaffolds, and air compressors. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works both indoors and outdoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers and sprays and non-household dust. The employee must be able to meet deadlines with severe time constraints. Frequently the employee will work alone and on occasion will work irregular or extended hours in accordance with the Custodial Contract. The noise level in the work environment is usually moderate. Occasionally, the employee will be required to work in a loud area. In such cases necessary protective gear will be provided by the Employer.

The information contained in this job description is for the purpose of compliance with the American with Disabilities Act (A.D.A.)

APPENDIX G - 2

JOB DESCRIPTIONS

Building Maintenance/Electrical/ Carpentry Unit Member Job Description

JOB TITLE: Building Maintenance/Electrical/Carpentry

A Bargaining Unit Position Represented by the North Andover Custodial Association

REPORTS TO: Building Principal and the Building/Maintenance Supervisor

EVALUATED BY: The Supervisor of Custodians and Maintenance, with appropriate input by the Building Principal.

GENERAL DESCRIPTION: S/he will perform miscellaneous interior and exterior maintenance and repair tasks on school and town department buildings and property. Duties will also include carpentry work and repairs to electrical systems. As needed, s/he will be utilized as a substitute for an absent Senior Custodians and/or Custodians.

SALARY: Per the NACA Collective Bargaining Agreement in addition to a thirty per cent (30%) stipend based on his/her salary rate

QUALIFICATIONS:

1. High school diploma or general education degree (GED) plus ten (10) years' experience or training in a related field.
2. A broad base of technical knowledge and skills relating to *electrical systems, carpentry*, and building maintenance.
3. Required: Proficiency in basic computer operations.
4. Have skills in interpreting schematics, wiring diagrams and be skilled in using tools of the trade.

5. Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry, and to draw and interpret bar graphs.
6. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs various maintenance tasks such as minor electrical and plumbing repairs, painting, masonry, plastering, welding, sheet metal, carpentry and roofing work as needed. Performs maintenance to mechanical systems.
2. Installs electrical wiring and equipment, new electrical services, wiring during remodeling projects, and replaces and repairs wiring - i.e only those activities that do not require the District to pull a Permit.
3. Repairs electrical equipment and control circuits; replaces faulty electrical switches; repairs refrigeration equipment - i.e. only those activities that do not require the District to pull a Permit.
4. Repairs electrical locks and control panels to maintain building security as needed.
5. Installs computer cable as needed.
6. Replaces broken windows; repairs doors, door locks and closets; installs window blinds.
7. Performs general labor inside and outside the physical plant including district-wide grounds, maintenance, material and supplies handling, moving equipment, operating power-driven equipment, truck driving, snow plowing and lawn mowing.

8. Ensures compliance with all safety and code requirements of the State, local and Board of Education guidelines, (e.g. Integrated Pest Management Plan).
9. Occasionally oversees a small crew of workers at a lower skill level such as laborers, helpers, and junior maintenance crew.
10. Maintains and repairs motors, fans, furnaces and boilers.
11. Maintains records of scheduled maintenance procedures.
12. Operates energy management control systems as required. Programs digital control devices used to control exterior lighting, localized temperature control and emergency generators.
13. Substitutes for and performs all functions of an absent Head Custodian *only* if no one else is available. When used in this capacity s/he will not be responsible for his/her regular and usual duties of this position while performing as a substitute. If s/he is used as a substitute, s/he will maintain his/her thirty per cent (30%) stipend.
14. Substitutes for and performs all functions of an absent Custodian *only* if no one else is available. When used in this capacity s/he will not be responsible for his/her regular and usual duties of this position while performing as a substitute. If s/he is used as a substitute, s/he will maintain his/her thirty per cent (30%) stipend.
15. Responds to emergency maintenance requests as required.
16. Assists with the renovation/remodeling of buildings; repairs plaster and drywall; paints building structures.

17. Performs outside custodial duties such as snow removal as required.
18. May obtain estimates for supplies, repair parts; submits Purchase Orders for parts through approved procedures as needed.
19. Maintains records of all skilled trade repairs and reports.
20. Performs all other related duties as assigned.

SUPERVISORY RESPONSIBILITIES: None, except as noted above.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee frequently is required to walk; use hands and fingers, handle or feel objects, tools, or controls. The employee frequently is required to stand and reach with hands and arms. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job. The employee will be required to climb ladders and staging. Also ride air/electric lifts to a height of approximately fifty (50) feet.

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