



AGREEMENT BETWEEN

THE GATEWAY REGIONAL SCHOOL DISTRICT

AND

**LOCAL #204, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL 93**

(CUSTODIANS' UNION)

July 1, 2022 – June 30, 2025

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This agreement is made and entered into by and between the Gateway Regional District School Committee (hereinafter referred to as the "employer") and Local #204, American Federation of State, County, and Municipal Employees, AFL-CIO, State Council 93 (hereinafter referred to as the "union") has as its prime purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours and other conditions of employment.

**ARTICLE ONE
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, and hours and other conditions of employment of all employees of the Gateway Regional School District as certified in MCR 1232.

Should any new classification(s) be added to the workforce, the Employer shall notify the Union prior to the establishment of such new classification(s).

**ARTICLE TWO
EXISTING CONDITIONS**

All existing conditions, rules and regulations governing employees covered by this Agreement, not changed or eliminated by this contract, shall remain in full force and effect during the life of this Agreement, unless changes are negotiated between the parties.

**ARTICLE THREE
DUES DEDUCTIONS**

During the life of the Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Committee agrees to deduct Union dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

The Union will be solely responsible for enforcing the provisions of this Article. The Committee will not be responsible to enforce any provisions of this Article.

The Union will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this Article. Specifically, the Union will have no right of actions, by way of contribution, counterclaim or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Article, the Union will pay any and all of those damages, including interest and charges.

If any court of competent jurisdiction determines that any part of this Article is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article, will be null and void.

See steward for authorization form.

ARTICLE FOUR GRIEVANCE PROCEDURE

Grievances shall be processed in accordance with the following procedure. A grievance shall be defined as a dispute concerning the meaning, interpretation or application of a specific provision of this Agreement.

Step 1

The Employee, with or without the Steward, shall take up the grievance or dispute in writing with the Principal of the school involved or his/her designee within fifteen (15) calendar days of occurrence or within fifteen (15) calendar days of first knowledge. The Principal or his/her designee shall respond to the Union Steward and/or representative in writing within fifteen (15) work days. For purposes of the Grounds Maintenance Supervisor, "Principal" shall mean "Director of Facilities.

Step 2

If the grievance or dispute is not settled, it shall be presented in writing to the Superintendent or his/her designee within fifteen (15) work days after the Principal's response is due. The Superintendent or his/her designee shall respond to the Steward in writing within fifteen (15) work days.

Step 3

If the grievance or dispute is not settled, it shall be presented in writing to the School Committee within fifteen (15) calendar days after the response of the Superintendent or his/her designee is due. The School Committee shall consider the matter at its next regularly scheduled meeting and shall respond to the Steward in writing within fifteen (15) days after said meeting.

Step 4

If the grievance or dispute is still unsettled, either party may, within fifteen (15) calendar days after the reply of the School Committee is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Committee and the Union within fifteen (15) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a list of arbitrators in accordance with the procedure of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within fifteen (15) days after the conclusion of testimony and argument. The Arbitrator shall have the authority to decide the issue presented in the grievance. The arbitrator shall be without power to add to, delete from, modify or change any provision of this agreement.

A complaint which does not meet the definition of a grievance may be processed in accordance with Step 1, 2, 3 and 4 above only.

The expense of the arbitrator's services and the proceedings shall be borne equally by the Committee and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

Grievances involving discharge, suspension, demotion and other disciplinary action shall be processed at the beginning of the first step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation, and privileges that would have been due the employee.

There shall be a meeting between the parties of each step of the grievance procedure. Such meeting or meetings may be waived by mutual agreement between the parties.

Disciplinary Action

- a. No disciplinary action shall be taken against members of the bargaining unit except for just cause. If the disciplinary action is taken by the principal, any appeal of the discipline must be taken within ten (10) working days of receipt of the discipline notice, in writing, to the superintendent of schools.
- b. In the event the discipline is by the superintendent of schools, the appeal of the discipline must be to grievance arbitration in accordance with paragraph (c) below.
- c. In the event the disciplinary action is not resolved in paragraphs (a) or (b) above, the grievant must file for arbitration within twenty (20) days, of receipt of the written decision of the superintendent.

ARTICLE FIVE SENIORITY

The length of service of an employee in those positions in the bargaining unit shall determine the seniority of the employee from the employee's first day of actual permanent work. If an employee works less than full-time in a year-round position, he/she shall have his/her seniority prorated.

In the event two or more employees have the same seniority date, unpaid leaves of absence shall be deducted from the seniority calculations. In the event there is still a tie for seniority between the employees, a chance selection shall constitute the tie breaker.

All other factors being equal, the principle of seniority shall govern in all cases of decrease or increase of the working force, as well as, preference in assignment to shift work and choice of vacation periods. An employee who has been laid off may not bump into the Grounds Maintenance Supervisor position, and the Grounds Maintenance Supervisor may not bump into a custodial position regardless of the seniority of said employee. Employees shall be recalled from layoff according to their seniority. Recall rights will expire one year and one day from the employee's last day of work. If an employee refuses recall and/or does not return to work within the time specified in the recall notice, said employee shall lose all recall rights. An employee must accept the hours and length of work year associated with the recall position, or the employee will lose all recall rights. If an employee accepts a recall position with fewer hours and/or a shorter work year and a bargaining unit position with greater hours and/or a longer work year becomes available during the recall period, as specified above, said employee shall be offered the right of first refusal regarding said position. Recall notices shall be sent, certified mail, to the employee's last known address. Upon recall, the employee shall be restored to the same level of benefits as received at the time of layoff.

If a promotion is to occur, factors such as ability, evaluation scores, knowledge, and length of service (seniority) shall be considered; however, the final determination shall be made by the Principal subject to the approval of the Superintendent. In the event of a vacant Head Custodian position, the remaining Head Custodians may bid on said position; however, the final determination shall be made by the Principal subject to the approval of the Superintendent. If the Union believes the transfer or promotion was in violation of the above provision, the Union may file the grievance in writing with the Superintendent within ten (10) calendar days of the transfer or promotion determination. The Superintendent shall respond to the grievance in writing within ten (10) calendar days. In the event the grievance is not resolved, the grievance may be submitted to arbitration in accordance with the arbitration provisions of this Agreement.

ARTICLE SIX JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, and the Committee determines to fill such vacancy, such vacancy shall be posted in a conspicuous place listing the pay as contained in this Agreement, duties, qualifications, shift, and normal work area. This notice of vacancy shall remain posted for seven (7)

calendar days. If a vacancy occurs during the summer, the Committee will also mail the notice of vacancy to the Union President and all bargaining unit members. Employees interested shall apply in writing within the seven (7) calendar day period. The Committee may advertise the vacancy externally contemporaneous with the posting of the vacancy internally.

If it is mutually agreed that a current employee/applicant may be qualified, he/she shall be given a trial period of up to thirty (30) calendar days in the new position at the applicable rate of pay. If the vacancy occurs in the summer, the trial period of up to thirty (30) calendar days in the new position will begin on the first work day in September. During the thirty (30) calendar day trial period the employee/applicant may return to his/her previous position. If during the trial period the Principal subject to the approval of the Superintendent determines that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

If the Principal subject to the approval of the Superintendent determines that no applicant is qualified, the Principal subject to the approval of the Superintendent may fill the position from outside the bargaining unit.

The Superintendent, at the time of hire, may place a new employee at the step that is commensurate with the level of experience in similar positions with similar responsibilities of said new hire. All new hires are required to submit documentation of an acceptable physical within the last twelve (12) months.

ARTICLE SEVEN PROBATIONARY PERIOD

All new employees will be placed on a one (1) year probationary period. During the first six (6) months of the probationary period employees may be terminated for any reason, and such termination is not subject to the grievance procedure and is not arbitrable. During the second six (6) months of the probationary period employees may be terminated for any reason, and such termination is subject to the grievance procedure, but is not arbitrable.

ARTICLE EIGHT CRIMINAL OFFENDER RECORD INFORMATION CHECKS

The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002:

- a. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause. In addition, CORI checks will be done prior to employment including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.
- b. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.
- c. All CORI reports will be maintained in the Superintendent's office in separate confidential files including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.
- d. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.

Any disciplinary action taken as a result of CORI checks including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7 will be in accordance with this Agreement and/or law.

ARTICLE NINE HOURS OF WORK

The work week for full-time custodians shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive. For full-time custodians hired after July 1, 2019, the work week shall consist of five (5) eight (8) hour days which may or may not be consecutive, Monday through Sunday, inclusive. An employee(s)'s hours of work and/or work day schedule can be changed at any time with at least two (2) weeks advance notice. The Facilities Director, at his/her sole discretion, may assign all bargaining unit members modified summer hours of four (4) days a week, ten (10) hours per day beginning the first week of July through two (2) weeks before the beginning of the school year, by giving notice by May 1st. The regular hours of work shall be consecutive except for a thirty (30) minute lunch period each day. The work week of the Grounds Maintenance Supervisor shall generally consist of five (5) eight (8) hour days which may or may not be consecutive, Monday through Sunday, inclusive. The schedule of the Grounds Maintenance Supervisor can be changed at any time based upon the needs of the District. Therefore, the provisions of Article Ten – Overtime do not apply to the Grounds Maintenance Supervisor. However, the Grounds Maintenance Supervisor will be entitled to be paid overtime at the rate of one and one-half (1 ½) times his/her regular rate of pay for work in excess of forty (40) hours in any one week.

Before an employee at the middle/high school complex is assigned to a particular shift, the employee may indicate their preference for a particular shift. The Committee will make every effort to assign custodians in accordance with such preference.

Administration shall give an employee two (2) weeks' notice of a temporary change from second shift to first shift, except in the case of an emergency. Administration will advise the transferred employee of the expected duration of the transfer. Administration will not temporarily transfer an employee for the purpose of avoiding the payment of overtime. The employee shall continue to receive a second shift differential when temporarily assigned to the first shift. The employee shall have a preferential right to return to the second shift.

ARTICLE TEN OVERTIME

All overtime must be approved, in advance, by the building principal and/or central office administration, except in emergency situations.

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his/her regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in any one week, but not for both.

Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, or any employee who was called in to work on a day that he/she was not previously scheduled to work, shall be paid at the rate of time and one-half for all hours worked on recall or call-in. He/she will be guaranteed a minimum of two (2) hours pay at time and one-half. However, an employee who is required to come back for a periodic building and burner check will be guaranteed a minimum of two (2) hours pay at time and one-half for such check.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the workload lessens.

Administration shall keep records of the overtime work. In case of grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Principal of the school involved.

If administration determines that overtime is required and no employee volunteers to work overtime, administration shall assign the overtime to the next person on the overtime list. (The overtime list will consist of a list of all employees, listed initially in inverse order seniority. Assignments shall be made in rotation beginning with the least senior employee.)

Compensatory time may be earned by an employee only where both the employee and the employee's supervisor both agree to the accrual of compensatory time rather than payment for the time worked. If the compensatory time is earned at an overtime rate, the employee will be given time off reflecting the overtime rate; if the employee earns the time at a straight time rate, compensatory time will be given reflecting the straight time rate.

ARTICLE ELEVEN PART-TIME EMPLOYEES

Part-time employees regularly scheduled to work twenty or more hours per week shall be paid the same hourly rate of pay as full-time employees and shall receive a portion of benefits in this Agreement as their actual part-time service bears to full-time service.

ARTICLE TWELVE PAY FOR LEGAL HOLIDAYS

- A. Holidays occurring on Sunday will be celebrated on Monday.
- B. Holidays occurring on Saturday will be celebrated on Friday.
- C. A custodian shall receive a floating holiday when classes are held on the day on which a holiday is celebrated. A floating holiday may not be taken on a day when classes are held.
- D. Holiday pay shall be eight (8) hours pay at straight time rate.
- E. When a holiday occurs during the employee's regularly scheduled vacation, the holiday shall not be treated as a vacation day.
- F. For the purposes of this Agreement, the following days will be considered paid holidays:

New Years Day	Good Friday
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	Day before Christmas
Day before New Year's Day	Juneteenth

One-half Day before Thanksgiving (Note: In regard to elementary day custodians, the work day shall commence one-half (1/2) hour prior to the student day and end one-half (1/2) hour after the student day). Employees must actually work on the day before Thanksgiving in order to receive the one-half (1/2) day holiday pay.

An employee shall be ineligible for holiday pay for the period of time that the employee is receiving worker's compensation benefits.

- G. Any employee who works on a holiday shall receive in addition to the regular holiday pay, an amount equal to two (2) times his/her regular rate of pay for all hours worked.

- H. In order to be eligible for holiday pay, the employee must work his/her last scheduled day before and the first scheduled day after the holiday. Personal days may not be used on an employee's last scheduled day before and/or the first scheduled day after the holiday unless the employee receives prior approval from central office administration.
- I. An employee shall be ineligible for holiday pay while on an unpaid status.

ARTICLE THIRTEEN VACATIONS

Vacation leave, with pay, shall be credited on July 1 of each year, except that an employee shall receive an additional week of vacation on the employee's fifth, tenth, and twentieth anniversary date of employment.

Vacation leave with pay shall be credited as follows for year-round employees:

- A. For one (1) year of service, but less than five (5) years of service, two (2) weeks' vacation.
- B. For five (5) years of service, but less than (10) years, three (3) weeks' vacation.
- C. For ten (10) years of service, but less than twenty (20) years, four (4) weeks' vacation.
- D. For twenty (20) years of service or more, five (5) weeks' vacation.

Up to one (1) week of vacation may be carried over from one year to the following year.

Vacation leave with pay shall be credited as follows for school-year employees:

- A. For one (1) year of service, but less than five (5) years of service, one (1) week of vacation.
- B. For five (5) years of service or more, two (2) weeks of vacation.

School-year employees may not carry over vacation time from one year to the following year.

Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

The principal agrees to change any previously scheduled vacations in instances where the employee becomes ill prior to the commencement of his/her vacation leave provided that the principal may request a doctor's note be submitted prior to the vacation.

Vacation Scheduling

Vacation periods shall be requested in writing on forms provided by the employer to the Principal and Facilities Director. The specific vacation requests are subject to the prior approval of the Principal and Facilities Director based on operational considerations. If the request is approved, the form will be signed by both the Principal and Facilities Director and sent back to the custodian.

No vacation may be taken two (2) weeks before the first pupil day of the school year. Up to two (2) weeks of vacation may be taken between July 1 and the two (2) weeks before the first pupil day of the school year. If extraordinary circumstances exist, the custodian may request of the Superintendent of Schools to take additional vacation time during the above time periods. The Superintendent's determination shall be final and not subject to grievance arbitration.

Notwithstanding paragraph 1, an employee shall neither accrue nor be credited with vacation for the period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

**ARTICLE FOURTEEN
COMPENSATION AND PAYROLL DEDUCTIONS**

- A. The Committee authorizes seventy percent (70%) of the Blue Cross/Blue Shield P.P.O. plan of the type presently available to custodians. The employer contribution to the H.M.O. plan will be 75% with the employee contributing the remaining 25%.

Employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to group health insurance coverage in accordance with M.G.L., Ch. 32B.

Labor Management Insurance Committee - The parties agree to create a Health Insurance Advisory Committee. The bargaining unit will have one (1) member on the Committee. The purpose is to meet periodically during the course of the year to review health insurance options and to make recommendations to the School Committee.

- B. The Committee authorizes seventy-five percent (75%) of the term life insurance, death and dismemberment of the type presently available to custodians.
- C. Whenever a custodian is absent from work as a result of an accident or injury arising out of and in the course of employment, he/she will, if all conditions are met, be paid an amount of money from accumulated sick leave, which when added to worker's compensation payments, amount to full salary.
- D. **Health Insurance for Retirees:** Employees, as of September 1, 1996, will be entitled to participate in the District's future offering of health insurance for retirees. The plan will commence on August 31, 1999, and the employer contribution will be 50% of the premium with the employee contributing the remaining 50%. If the employee is not on the District's health insurance plan at the time of the retirement, he/she will not subsequently be able to participate in the retiree health insurance plan.

When the employee is eligible for Social Security benefits, the employee will no longer be able to participate in the District's health plan offering for retirees. At this time the employee will be eligible to receive from the District a 50% contribution of the premium for any supplemental coverage including Medex Gold.

Section 56 of Chapter 572 of the Acts of 1985

No cash salary or wages shall be paid by the commonwealth or any such country, city, town or district to any person for any period for which weekly total incapacity compensation under this chapter is payable, except that such salary or wages may be paid in full until any overtime or vacation which the said employee has to his/her credit has been used, without deduction of any compensation herein provided for which may be due or become due the said employee during the period in which said employee may be totally incapacitated, and except that such salary or wages may be paid in part until any sick leave allowance which the employee has to his/her credit has been used, any other provisions of law notwithstanding except as otherwise provided in a collective bargaining agreement.

- E. Deductions other than for life insurance and tax annuities shall be made equally in the first two paychecks of the month.
- F. United States Savings Bonds will be deducted in amounts specified by the employee.
- G. The Polish National Credit Union payments will be deducted on the first second payroll each month. Employees may exercise this option once each year by September 15th. Payment will be made to the credit unions by the District Treasurer within seven (7) working days of the withholding. Changes in deductions requested by the employee will normally be limited to September and January. This does not

preclude the individual from making a change in the event of an emergency or upon conclusion of a new contractual agreement.

- H. Direct deposit of paychecks will be mandatory for all custodians. Employees will be provided with a payroll deduction slip, online or paper copy, each paycheck showing gross earnings, itemized deductions and net earnings for the pay period.

ARTICLE FIFTEEN

SICK LEAVE

A first year full-year employee shall be credited with sick leave with pay at the rate of one and one quarter (1 1/4) days for each month served, and a first year school-year employee shall be credited with sick leave with pay at the rate of one and one fifth (1 1/5) days for each month served. Sick leave credit will begin on the first day of the month in which the employee is employed, the first working day of that month. Year round employees shall be credited with fifteen (15) sick days on July 1 of each new contract year, and school-year employees shall be credited with twelve (12) sick days on July 1 of each new contract year.

Sick leave shall be accumulated to a maximum of one hundred seventy (170) days for year round employees (i.e. twelve (12) months), and a maximum of one hundred twenty (120) days for school-year employees (i.e. ten (10) months). However, school-year employees who were hired prior to July 1, 2003 shall be allowed to accumulate sick leave up to one hundred seventy (170) days.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family which makes it impossible or unlawful for an employee to report to work. The administration may require a custodian to provide a physician's certificate after the custodian has used five (5) consecutive days of sick leave, if there is a pattern of sick leave use, if abuse of sick leave is suspected, or in accordance with the F.M.L.A. of 1993. In the event of a pattern of sick leave use and/or if abuse of sick leave is suspected, the administrator shall give prior notice to the custodian that a physician's certificate would be required upon any further use of sick leave.

A Sick Leave Bank option is created on the following conditions. An employee may voluntarily contribute up to three (3) of that employee's sick leave days during each year of a contract term to a sick leave bank, except that no contribution may be made by an employee who has accumulated less than fifteen (15) sick leave days as of June 30 of the prior school year, with the exception of first year employees who may contribute at the end of their first year if they have accumulated ten (10) sick leave days as of June 30 of the prior school year or any long-term chronic illness documented by appropriate medical information. An employee may petition the Union to draw from the Sick Leave Bank. The Union may request the Sick Leave Bank Committee (the Sick Leave Bank Committee shall consist of one central office administrative representative, one school committee member, and one member of the Union) to permit the employee to draw from the Sick Leave Bank. The Committee will decide whether to grant the request by a majority vote. The Committee's decision is not subject to Article 4. An employee may draw up to fifteen (15) days from the bank per request, renewable once. The employee must present a physician's certificate with each request and renewal request. An employee may draw no more than thirty (30) days from the Bank per contract term. Sick leave from the Bank may only be used for the employee's own personal illness. Before drawing days from the Sick Leave Bank, a member must use all accrued sick leave, personal time, vacation time, holiday time, and compensatory time. The number of sick days contained in the Sick Leave Bank may accumulate up to three (3) times the number of members of the bargaining unit.

Notwithstanding paragraph 1, an employee shall not accrue sick leave for the period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

Attendance Incentive

The following payments will be made to custodians who have used no more than the following number of sick leave days:

<u>Sick Leave Days</u>	<u>Payment</u>
0	\$500
1	\$400
2	\$300

ARTICLE SIXTEEN DEATH IN THE IMMEDIATE FAMILY

Up to five (5) days at any one time to arrange for and attend a funeral in the event of death of the custodian's spouse, parent, legal guardian or child, and up to three (3) days at any one time to arrange for and attend the funeral in the event of death of the custodian's brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Similar leave of one (1) day will be granted in the event of the death of other members of the custodian's family including aunt, uncle, niece, nephew and 1st cousin. In the event of death of other persons as close as family, one (1) day may be granted at the discretion of the Superintendent of Schools.

Notwithstanding paragraphs 1 and 2, an employee shall not be eligible to receive leave under this article for the period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

ARTICLE SEVENTEEN JURY DUTY/COURT LEAVE

The Committee agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, exclusive of travel or any other allowances.

If an employee is notified that he/she may be called for jury duty, he/she must notify his/her supervisor immediately, and provide a copy of the juror notification. Employees are expected to keep their supervisor informed of all communications regarding their service as a juror so that plans may be made for covering such absences. In order to receive compensation, an employee must provide his/her supervisor with a juror service certificate showing proof of juror service for those days.

The Superintendent, in his/her sole discretion, may grant an unpaid or paid leave to an employee who has been subpoenaed to attend court proceedings unrelated to the employee's employment with the District. If the employee is granted a paid leave (not to be deducted from an employee's accumulated leave time), the cost of providing a substitute during the employee's absence will be deducted from the employee's pay. The Superintendent's decision is not subject to the grievance procedure and/or arbitration.

ARTICLE EIGHTEEN UNIFORMS AND PROTECTIVE CLOTHING

If any employee is required to wear uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employee by the Committee; the cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Committee.

The Committee agrees to provide all material, equipment, tools and special license fees required to perform the duties assigned to the employees covered by this Agreement.

Each employee shall receive up to a two-hundred and fifty dollars (\$250.00) reimbursement each year in order to purchase foul weather gear and/or footwear upon presentation of receipt(s).

ARTICLE NINETEEN PERSONAL AND UNPAID LEAVE

Two (2) days for personal reasons shall be granted to each employee during each contract year. Request to be submitted to the Building Administrator or Principal at least twenty-four (24) hours in advance of leave, except in cases of emergency. At the end of each contract year custodians with unused personal days will be compensated at a rate of one hundred dollars (\$100) per unused day.

A request to utilize unpaid leave time must be submitted on the appropriate form to the Principal and Facilities Director at least twenty-four (24) hours in advance of the leave, except in cases of emergency. Unpaid leave requests are subject to the prior approval of the Principal and Facilities Director based upon operational considerations. If the request is approved, the form will be signed by both the Principal and Facilities Director and sent back to the custodian.

Unpaid leave requests will not be granted if the custodian has any available vacation and/or personal days remaining. Unpaid leave may not be taken on the work day before or after a holiday and/or school vacation break, unless approved by the Superintendent in his/her sole discretion. No more than five (5) days of unpaid leave may be granted per custodian in a particular school year.

ARTICLE TWENTY CONTRACTING WORK OUT

The employer shall continue to employ outside contractors as occasion and sound business practice may require; nevertheless the employer will not enter into outside contracts for normal and routine work which results in a layoff or part-timing of employees in the bargaining unit without first negotiating the matter with the Union.

ARTICLE TWENTY-ONE FMLA/MPLA

The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA), and M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee policies regarding the above-referenced provisions will be posted in each administrative office.

Leaves eligible under FMLA and MPLA shall run concurrently, and the more liberal of the provisions shall apply.

ARTICLE TWENTY-TWO LABOR - MANAGEMENT MEETINGS

The Union shall designate two (2) employees of the bargaining unit who shall meet with the Superintendent of Schools or his/her representative from time to time at the request of either part, for the purpose of discussing matters coming within, or out of, the scope of this Agreement.

ARTICLE TWENTY-THREE NEGOTIATIONS

When contract negotiations are held during regularly scheduled working hours, the employer agrees to pay not more than two (2) members of the union bargaining committee for time lost from work.

ARTICLE TWENTY-FOUR SEVERANCE PAY

After ten (10) years of continuous service within the Gateway Regional School District, a custodian upon retirement or upon his/her death, his/her estate, shall be paid for accumulated unused sick leave, up to a maximum of forty (40) days. In addition, after fifteen (15) years, fifty (50) days of accumulation. In order to qualify for this benefit upon retirement, a custodian must notify the Superintendent of Schools by January 1st of the prior school year of such retirement intentions to be effective in June of the next school year. If a custodian provides said notice, and retires prior to June of the next school year, then the fifteen (15) day annual amount credited on July 1st shall be prorated based upon the amount of the school year that was actually worked (e.g., if a custodian retires after completing one-half of the school year, then up to seven and one-half (7.5) days would be available for severance.

ARTICLE TWENTY-FIVE MISCELLANEOUS PROVISIONS

- A. Bulletin Board - Announcements shall be posted in conspicuous places where employees enter and leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices or routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
- B. Non-Discrimination - The parties of this Agreement agree that they shall not discriminate against any person because of race, creed, color, national origin, religion, sexual orientation, gender identity, sex or age in compliance with Federal Title IX, Massachusetts Chapter 622 or handicap in compliance with Section 504 and that such persons shall receive the full protection of this Agreement.
- C. A written list of Union Stewards and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes. The Stewards shall be granted reasonable time off with pay during working hours to investigate and settle grievances.
- D. The Employer agrees to provide one (1) beeper/pager during the life of this Agreement upon the request of night staff custodians who work alone at the Gateway Middle School/High School Complex for emergency use only.
- E. Vehicle Damage Compensation: The Superintendent will review on a case-by-case basis incidents where an employee sustained damage to his/her vehicle caused by school related materials and where the damage to the vehicle is not covered by the employee's insurance coverage. The Superintendent's determination shall be final and not subject to grievance arbitration.
- F. Any new custodial employee will be provided, as part of their new employee packet, with a copy of the current collective bargaining agreement and a one page union information pamphlet to be provided annually to the Treasurer by the Union.

**ARTICLE TWENTY-SIX
SALARY SCHEDULES**

2022-23 SCHOOL YEAR

DAY CUSTODIAN			MERIT PAY SCALE		
Step	22 Rate	0.50%	1	1.5	2
1	\$20.49	\$20.59	\$20.80	\$20.90	\$21.00
2	\$21.08	\$21.19	\$21.40	\$21.50	\$21.61
3	\$21.77	\$21.88	\$22.10	\$22.21	\$22.32
4	\$22.45	\$22.56	\$22.79	\$22.90	\$23.01
5	\$23.33	\$23.45	\$23.68	\$23.80	\$23.92

MERIT PAY SCALE		
57-75	76-86	87+
\$437	\$645	\$853
\$437	\$645	\$874
\$458	\$686	\$915
\$478	\$707	\$936
\$478	\$728	\$978

HEAD CUSTODIAN			MERIT PAY SCALE		
Step	22 Rate	0.50%	1	1.5	2
1	\$21.25	\$21.36	\$21.57	\$21.68	\$21.79
2	\$21.84	\$21.95	\$22.17	\$22.28	\$22.39
3	\$22.50	\$22.61	\$22.84	\$22.95	\$23.06
4	\$23.21	\$23.33	\$23.56	\$23.68	\$23.80
5	\$24.17	\$24.29	\$24.53	\$24.66	\$24.78

MERIT PAY SCALE		
57-75	76-86	87+
\$437	\$666	\$894
\$458	\$686	\$915
\$478	\$707	\$936
\$478	\$728	\$978
\$499	\$770	\$1,019

2023-24 SCHOOL YEAR

DAY CUSTODIAN			MERIT PAY SCALE		
Step	23 Rate	0.50%	1	1.5	2
1	\$21.00	\$21.11	\$21.32	\$21.42	\$21.53
2	\$21.61	\$21.72	\$21.94	\$22.04	\$22.15
3	\$22.32	\$22.43	\$22.66	\$22.77	\$22.88
4	\$23.01	\$23.13	\$23.36	\$23.47	\$23.59
5	\$23.92	\$24.04	\$24.28	\$24.40	\$24.52

MERIT PAY SCALE		
57-75	76-86	87+
\$437	\$645	\$874
\$458	\$666	\$894
\$478	\$707	\$936
\$478	\$707	\$957
\$499	\$749	\$998

HEAD CUSTODIAN			MERIT PAY SCALE		
Step	23 Rate	0.50%	1	1.5	2
1	\$21.79	\$21.90	\$22.12	\$22.23	\$22.34
2	\$22.39	\$22.50	\$22.73	\$22.84	\$22.95
3	\$23.06	\$23.18	\$23.41	\$23.52	\$23.64
4	\$23.80	\$23.92	\$24.16	\$24.28	\$24.40
5	\$24.78	\$24.90	\$25.15	\$25.28	\$25.40

MERIT PAY SCALE		
57-75	76-86	87+
\$458	\$686	\$915
\$478	\$707	\$936
\$478	\$707	\$957
\$499	\$749	\$998
\$520	\$790	\$1,040

2024-25 SCHOOL YEAR

DAY CUSTODIAN			MERIT PAY SCALE		
Step	24 Rate	0.50%	1	1.5	2
1	\$21.53	\$21.64	\$21.85	\$21.96	\$22.07
2	\$22.15	\$22.26	\$22.48	\$22.59	\$22.71
3	\$22.88	\$22.99	\$23.22	\$23.34	\$23.45
4	\$23.59	\$23.71	\$23.95	\$24.05	\$24.18
5	\$24.52	\$24.64	\$24.89	\$25.01	\$25.14

MERIT PAY SCALE		
57-75	76-86	87+
\$437	\$666	\$894
\$458	\$686	\$936
\$478	\$728	\$957
\$499	\$707	\$978
\$520	\$770	\$1,040

HEAD CUSTODIAN			MERIT PAY SCALE		
Step	24 Rate	0.50%	1	1.5	2
1	\$22.34	\$22.45	\$22.68	\$22.79	\$22.90
2	\$22.95	\$23.06	\$23.30	\$23.41	\$23.53
3	\$23.64	\$23.76	\$24.00	\$24.11	\$24.23
4	\$24.40	\$24.52	\$24.77	\$24.89	\$25.01
5	\$25.40	\$25.53	\$25.78	\$25.91	\$26.04

MERIT PAY SCALE		
57-75	76-86	87+
\$478	\$707	\$936
\$499	\$728	\$978
\$499	\$728	\$978
\$520	\$770	\$1,019
\$520	\$790	\$1,061

GROUNDS/MAINTENANCE SUPERVISOR			MERIT PAY SCALE		
			57-75	76-86	87+
2022-23	\$52,891		\$529	\$793	\$1,058
2023-24	\$54,213		\$542	\$813	\$1,084
2024-25	\$55,569		\$556	\$834	\$1,111

*Merit pay scale based on 260 days/8 hours per day - the merit pay of those employees working less than 260 days and/or 8 hours per day would be prorated.

*All roll-in #'s based on custodians reaching top level from prior year. Actual roll-in numbers would be based upon the merit rating achieved by the custodians in the prior year.

A differential of \$.30 per hour will be paid full-time custodians who begin their normal regular work day at 12:00 noon.

Step increases will no longer be on the employee's anniversary date. Step increases shall become effective on the first day of each contract year for any employee covered by this Agreement that has worked at least fifty percent (50%) of the previous school year.

When an employee is authorized or requested to use his/her personal automobile for travel related to his/her employment or when transporting school-related materials, he/she will be reimbursed in accordance with the I.R.S. allowed rate. This rate of reimbursement is in addition to the costs for parking, garages, and tolls. Employees will be guaranteed a minimum of five miles for any travel required by the school district. No employee in the bargaining unit will be required to transport refuse.

If a custodian is required to secure the High School/Middle School building at the end of his/her shift, the custodian shall receive two dollars (\$2.00) for each such occasion.

When a head custodian will be out for thirty (30) days or more, and a current custodian fills the head custodian position for the period of time the head custodian is out, the current custodian will receive the head custodian rate of pay, retroactive to the first day of coverage, on the step the current custodian filling head position is on.

ARTICLE TWENTY-SEVEN EVALUATIONS

Employees shall be evaluated at least once each year by their immediate supervisor on a form prescribed by the Committee. The final evaluation will be based, in part, upon the Inspection Checklists completed throughout the year by the facilities director, the second shift supervisor, and/or the central office administration. The Inspection Checklists will also be placed in the employee's personnel file. Prior to inserting the evaluation form in the employee's personnel file, the Committee shall make a copy available to the employee, who may discuss it with the evaluator, should the employee so request. The signature line shall have near it language which states "My signature indicates that I have read the above, but does not indicate approval or disapproval." An employee who after discussing the evaluation with the evaluator still finds portions of the evaluation unacceptable, may attach a written response to such portions in his/her personnel file. In no case will evaluations be removed from the personnel file by an employee.

In the event the employee refuses to sign the evaluation, the employer will indicate on the evaluation that the employee refused to sign the evaluation. The evaluation will then be entered in the employee's personnel file.

ARTICLE TWENTY-EIGHT MERIT PAY

Employees may be eligible for an annual merit pay bonus based upon district performance using the "Facility Maintenance Inspection Checklist" conducted throughout the year by the facilities director, the second shift supervisor, and/or the central office administration. Said bonus shall be paid within one (1) month of the conclusion of the applicable year, and shall not be added to employees' base rate of pay. Employees will receive a merit pay bonus in accordance with the standards below. However, even if the standards below are met, employees will not be eligible to receive a merit pay bonus if district performance is scored at an average of a two (2) rating or lower in any category of the Facility Maintenance Inspection Checklists conducted throughout the year.

If the average of all of the Facility Maintenance Inspection Checklists conducted during the contract year equals fifty-seven (57) to seventy-five (75) points, each employee will receive the applicable merit pay bonus contained in the Salary Schedule Article. If the average of all of the Facility Maintenance Inspection Checklists conducted during the contract year equals seventy-six (76) to eighty-six (86) points, each employee will receive the applicable merit pay bonus contained in the Salary Schedule Article. If the average of all of the Facility Maintenance Inspection Checklists conducted during the contract year equals eighty-seven (87) points or higher, each employee will receive the applicable merit pay bonus contained in the Salary Schedule Article.

The merit pay bonus will be prorated for part-time employees. School year employees will receive 80% of the merit pay bonus.

The Grounds Maintenance Supervisor will not be part of the district-wide merit pay system, but instead will have an individual merit pay system.

The District agrees that the annual merit pay bonus will be provided to employees in a separate check.

**ARTICLE TWENTY-NINE
LONGEVITY**

Employees shall be eligible for the following longevity based upon their continuous service in a custodial bargaining unit position:

After 10 continuous years of service to 19 years of service	\$ 260
After 15 continuous years of service to 24 years of service	\$ 440
After 20 continuous years of service to 29 years of service	\$ 790
After 25 continuous years of service	\$1,130

**ARTICLE THIRTY
403(b) PLAN**

All custodians shall be eligible to participate in the school system's 403(b) plan. The School Committee shall annually contribute up to 2% of the custodian's salary to the plan if the custodian contributes a matching amount. A custodian may contribute more money to the plan if he/she so chooses, but the Committee will only match the annual contribution equal to 2% of the custodian's salary. Custodians must complete five (5) years of participation in the plan before vesting in the 403(b) plan. A custodian with less than five (5) years of participation in the plan who leaves the system shall only recover his/her 403(b) contributions. A custodian with five (5) or more years of participation in the plan (i.e. vested) who leaves the system shall recover all 403(b) contributions made by him/her and the Committee.

**ARTICLE THIRTY-ONE
DURATION**

This agreement is in effect from July 1, 2022, and shall continue in full force and effect to and including June 30, 2025, and shall be continued for an additional year unless at least sixty (60) days prior to June 30, 2025, either the Union or the Employer gives written notice to the other that it desires to amend this Agreement. During the negotiations of proposed amendments, the terms of this Agreement shall remain in full force and effect. Should neither party to this Agreement send a notice as described above, this Agreement shall be considered to have been automatically renewed for one (1) additional year.

The Employer agrees to distribute an updated contract to all bargaining unit members within three (3) months of the signing of this Agreement.


**AGREEMENT BETWEEN
THE GATEWAY REGIONAL SCHOOL DISTRICT**

AND


**LOCAL #204, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL 93**

THIS AGREEMENT ENTERED INTO THIS July DAY 20, 2021.


FOR THE EMPLOYER:



FOR THE UNION:



Local #204



Local #204
