

CONTRACT

Between The

SCHOOL COMMITTEE OF THE TOWN OF HOLLISTON

And the

MAINTENANCE TECHNICIANS UNIT

July 1, 2021 through June 30, 2024

1. Duration

This contract is effective for the period July 1, 2021 to June 30, 2024.

2. Re-Open Clause

Contract may be re-opened by either party no later than 60 days prior to the expiration date.

3. Increments

The effective date of increment is July 1 for all personnel.

Employees hired prior to July 1 2006, shall have their date adjusted to the July 1 most favorable to the employee. This date is for salary purposes only and shall not affect employees' seniority dates.

New employees hired after July 1, 2006, between July 1 and December 31 will receive increments on the next July 1. Employees hired between January 1 and June 30 will receive their increment on July 1 following their first full year of employment.

4. Paid Lunch

During summer break the Maintenance personnel will be offered a paid lunch at straight time.

5. Building Coverage

The Maintenance personnel will be offered the option to cover weekend and or evening building activities at the rate of one and one half (1 ½) times their hourly rate.

6. Sick Leave

School personnel of the Maintenance Department working a twelve-month year are to be allowed fifteen (15) working days per year sick leave, cumulative to 172 days.

Under agreement with the School Committee, a sick leave pool has been created. The intent of this pool is to provide a bank against which employees, covered by the agreement, may draw in the event of extended illness or accident which has depleted the employee's personal sick day accumulation and vacation. An employee may contribute up to a maximum of two (2) of the accumulated sick leave days annually. Any employee with 156 days accumulated may contribute two (2) and not more than ten (10) of his accumulated sick leave days.

The sick leave pool will be evaluated each year. Employees wishing to join the pool will be asked to contribute up to two (2) days in July each year, based upon the balance left in the pool from the preceding year, according to the following schedule:

Balance in Pool	Maximum Contribution
More than employees x 2	0
Less than employees x 2 but more than employees x 1	1
Less than employees x 1	2

The employee or his representative will petition the Superintendent or designee to draw days from the pool. The petition shall include a doctor's certificate indicating the inability to perform due to an extended illness or accident and indicating the probable duration of the absence.

A board comprised of three (3) employees, selected by the employee group, will jointly, with the Superintendent or designee, make a recommendation on the allotment of days to the Superintendent of Schools for his/her approval.

7. Personal Leave

School personnel working a twelve-month year are allowed a maximum of four (4) days a year for personal reasons.

Personal leave is not cumulative from year to year. Personal leave over the four (4) days allowed may not be charged against sick leave.

The intent is that such personal leave is to allow employees time for business or personal commitments that cannot be scheduled at any other time than during the regular school week.

Written requests must be filed with the Central Office, having first been approved by the Maintenance Supervisor. Request should be filed, 48 hours before the day of personal leave but must be filed no later than three (3) days after the employee has returned to work. If it is not filed by that time, a payroll deduction will be made and will not thereafter be adjusted. It is the responsibility of the employee to see that forms are filed promptly.

Personal Leave may not be taken on days immediately before or after a vacation period, holiday weekend, or holiday. Exceptions may be made by the Superintendent. Such decisions are not subject to the Grievance Procedure.

8. Family Medical Leave

All provisions of the Family and Medical Leave Act of 1993 as implemented on April 6, 1995 are incorporated into this agreement.

9. Religious Holidays

Religious holidays are allowed. They will be charged against personal leave.

10. Bereavement Leave

Up to five (5) consecutive calendar days leave are allowed for bereavement.

No forms are required to claim leave for bereavement. The Central Office should be notified, however, when the employee is first absent so that the necessary records may be kept.

11. Emergency Leave

Twelve-month employees are allowed a maximum of six (6) days a year as part of sick leave, in case of serious illness in the immediate family.

12. Vacations

Ten (10) days vacations are allowed each year for twelve-month personnel during the first three (3) years of employment. After three years, employees will be allowed fifteen (15) days vacation; after eight (8) years, twenty (20) days vacation; after fifteen (15) years, twenty-five days vacation each year. The third, fourth and fifth weeks of vacation may be taken after September 1, with the permission of the Maintenance Supervisor.

Five (5) days of unused vacation may be carried over to the next year with permission of Superintendent or his/her designee.

a. Rate at Which Vacation With Pay is Earned

A twelve-month employee earns vacation days at the rate of one day a month during the September –June period inclusive. After the third and eighth year employment anniversary date, the employee will earn vacation days at 1 ½ and 2 days per month respectively. After the fifteenth year, vacation is earned at the rate of 2 ½ days per month, September –June. The Maintenance Supervisor shall approve all vacation schedules.

b. Vacations Without Pay

Vacations may not be extended on an unpaid basis except in unusual circumstances. Requests must be made in writing through the Superintendent of Schools or designee and may be granted only at his/her discretion.

c. Holidays When They Coincide With Vacation Time

When a paid vacation includes a holiday, vacation time may be extended accordingly.

13. Storm Days

When regular school sessions are cancelled, maintenance personnel will report to work as usual unless notified by the Maintenance Director that they are not to report to work.

14. Paid Holidays

The following holidays will be allowed twelve month personnel when they fall within the regular work week, or on Friday when the holiday falls on Saturday, or on Monday when the holiday falls on Sunday providing school is not in session. If school is in session, arrangements will be made with the Maintenance Supervisor to take some other day off. Holidays for part time personnel will be prorated according to the number of hours worked.

Labor Day (first Monday in September)

*Rosh Hashanah

*Yom Kippur

Columbus Day

*Diwali

*Veterans Day November 11

Thanksgiving Two and one-half days will be allowed - the half day before the holiday, the holiday, and the Friday following.

Christmas Usually one and one-half days are allowed – the pre-Christmas holiday scheduling for the schools will govern the number of days allowed each year.

New Year's Day

Martin Luther King Day

Washington's Birthday Third Monday in February

Patriot's Day Third Monday in April

*Good Friday

Memorial Day Last Monday in May

Juneteenth

July 4 and the day before (starting in 2016)

(*These holidays are allowed as paid holidays only when school is closed in observance of the holidays)

The School Committee will post the yearly district calendar by September of each year.

Extra Paid Holiday

If any member of the Bargaining Unit is called in for an emergency on a paid holiday they will be paid a minimum of four (4) hours at a rate of one and one half (1 ½) times their hourly rate plus the holiday pay.

15. Insurance and Deductions

a. Health and Life Insurance

Health Insurance Plans and Life Insurance are available under the Town of Holliston. Any permanent full time employee of the Town or any permanent part time employee working 20 or more hours a week is eligible for health and life insurance. Payment is made by payroll deduction.

b. Termination

This coverage lapses with termination of employment. Both insurance programs will terminate on the date to which premium has already been paid. No deduction can be made for further coverage on the terminal paycheck. It is the responsibility of the individual

employee to contact the health insurance provider and arrange for individual or other group coverage.

Exception: Retiring personnel may continue with participatory insurance coverage. Arrangement should be made with the Town Treasurer.

c. Tax Shelter Annuities

All salaried personnel may purchase tax shelter annuities through any company of the employee's choice.

d. Workmen's Compensation

All town employees are covered under the blanket policy of the Town. Any accident during working hours should be reported promptly, and the required forms filed, in duplicate, with the Central Office. This coverage will pay doctors, hospital bills, and a percentage of salary in the case of long term absence resulting from the injury.

e. Credit Union

Credit Union services are available by payroll deduction to all permanent employees. Arrangement may be made at the Town Treasurer's Office.

16. Stipend

Any member of the Bargaining Unit who holds a valid Massachusetts Trade License will be paid an annual stipend of \$1500 upon approval of the Superintendent or designee. If they hold more than 1 license the stipend still remains at \$1500

17. Time and One-Half

Time and one-half will be paid to all employees whose workday is extended beyond eight (8) hours and whose workweek is extended beyond 40 hours. The Maintenance Director must authorize such extension.

18. Time and One-Half for Emergencies

Time and one-half for a minimum of four (4) hours will be paid when an employee is called out at night before 12 midnight, holiday, or Saturday for emergencies. Overlooked responsibilities are not considered emergencies.

19. Double Time

Double time will be paid employees on Sundays and any night between midnight and 6:30 a.m.

20. Work Clothing

Nine (9) uniforms will be supplied bi-weekly, free of charge, to each full time employee.

21. Definition of Seniority

Seniority shall be defined as the length of continuous service in the Holliston Public Schools, beginning with the effective date of employment.

22. Reduction in Force

Should the School Committee decide to reduce the number of employees covered by this Agreement, such reduction will be based on the following:

- a. The decision to reduce personnel will be based on the needs of the school system, as determined by the School Committee.
- b. The identification of an employee or employees to be terminated will be based on job performance, as determined by formal evaluation by the Superintendent or designee and the Maintenance Supervisor.
- c. If all employees under consideration for termination have equally positive evaluations, the decision as to which employee (s) will be terminated will be made based on seniority within the maintenance area.
- d. Part time employees will be terminated before full time employees.
- e. For a period of one (1) year from a layoff date, terminated employees under this section will be considered for recall in inverse order of layoff.

23. Salary Schedules – See Appendix A

Temporary part-time employees are to be paid at a rate not to exceed the following schedule:

- a. \$15.00
- b. \$15.00

24. Overtime Pay

All overtime monies earned will be paid on the warrant succeeding the dates worked.

25. Sick Leave Buy Back

Upon retirement at the minimum age of 50 years or upon death, an employee with 20 years of service in the Holliston Public Schools shall receive the sum of \$28.00 for each accumulated day of sick leave beyond fifty (50) up to the total days accumulated.

26. Evaluation

An evaluation shall be done on each employee, at least once each year Department Head. The employee will receive a written-signed copy of the annual evaluation. This shall become part of his file.

27. Automobile Mileage Reimbursement

Mileage for use of one's personal vehicle for job related activities should be reimbursed at the current rate paid by the Town for such reimbursement.

28. Educational Reimbursement

An educational reimbursement fund will be established. The amount of the fund will be three

hundred dollars times the number of full time equivalent maintenance employees (example: \$300.00 x 5.0 FTE = \$1500). Employees may apply for reimbursement for courses or workshops approved by the Maintenance Supervisor and the Superintendent or his designee.

29. Job Posting

- a. When a position covered by this Agreement becomes vacant, such vacancy shall be posted in the maintenance building.
- b. Employees interested should apply in writing to the Superintendent or designee within seven working days from the posting. Appointments will be made based on qualifications and such appointments shall not necessarily be limited to members of the bargaining unit.
- c. The successful applicant will be given a sixty-day trial period. If the employee fails to meet the requirements of the position during the trial period, he/she will be returned to his/her former position, or, in the case of new employee, terminated.
- d. When an employee is assigned to another position, he/she will receive the salary adjustment as of the next two-week period. The employee who returns to his/her former position after a sixty-day trial period shall receive the pay rate of his/her former position
- e. Final decision on appointment to any position shall be made by the Superintendent.
- f. An employee promoted to another position shall be placed on the salary schedule of that position at the same step the employee held in the previous position.

30. Grievance Procedure

Definition

A grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement and the School Committee over the interpretation or application of an expressed written provision of this Agreement, or, an alleged inequitable or discriminatory treatment of an employee under such provisions.

Provisions

a. General

- i. A grievance shall be deemed waived unless it is submitted at the appropriate entry level within ten (10) workdays after the aggrieved party knew or should have known the event or condition on which the grievance is based.
- ii. Failure to any step of this procedure to appeal the grievance to the next step within the specified time limits of the receipt of the written response shall be deemed termination of the grievance.
- iii. If two or more members have an identical grievance, a joint grievance may be filed on their behalf by the Maintenance Unit and processed as a single grievance.

b. Formal Proceedings

Level One - Submission of a grievance shall be in writing, shall identify the aggrieved

person, shall indicate the provision of this Agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed and, if know, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought.

The grievance shall be submitted to the Superintendent or designee. Within five (5) workdays of the submission of the grievance, the Superintendent or designee shall meet with the grievant. The grievant may have a representative of the Maintenance Unit present at the meeting and said representative may represent the grievant.

The Superintendent or designee will inform the grievant in writing of his decision within five (5) workdays after the conclusion of the meeting.

Level Two - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) workdays after the presentation of the grievance, the grievant and/or the Maintenance Unit may appeal within five (5) workdays thereafter to the Superintendent of Schools. Such appeal shall be in writing setting forth the details of the grievance, the applicable provision of the Agreement, and the decision, if any, rendered at Level One.

Within ten (10) workdays after the receipt of the written grievance by the Superintendent, he/she shall confer with the grievant.

The Superintendent will inform the grievant in writing of his/her decision with ten (10) workdays after the conclusion of the meeting.

Level Three - If the grievant is dissatisfied with the decision of the Superintendent, or if not decision has been rendered within ten (10) days after the meeting, the Maintenance Unit may, within fifteen (15) work days, submit the grievance to arbitration as provided in the Agreement. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

The grievance shall be submitted to an arbitrator who shall be selected in accordance with the American Arbitration Association's procedures.

The Arbitrator shall be bound by the terms and conditions of the current Agreement and by written submission of both parties of the grievance. His decision shall not extend beyond said submission nor alter, amend or modify the provision of this Agreement. Nor shall the arbitrator render a decision, which shall impinge on any of the reserved rights and duties of the Committee.

Further, the Arbitrator shall render his decision within thirty (30) calendar days from the date of the completion of the hearing, which decision shall be final and binding on both parties to this Agreement.

The cost of the services of an arbitrator shall be borne equally by the Committee and the Maintenance Unit.

No written communication, other document, or record relating to any grievance shall be

filed in the personnel file maintained by the School Department of Holliston for any employee involved in presenting such grievances.

Failure to abide by all the provisions of this Grievance Procedure will forfeit the alleged grievance, and grievance cannot then be claimed. This grievance procedure will remain in effect only during the life of this Agreement.

The benefits and regulations outlined below are for twelve-month personnel.

As a result of collective bargaining between the School Committee of the Town of Holliston and the Holliston Maintenance Unit, both parties have accepted the attached contract between the School Committee of the Town of Holliston and the Holliston Maintenance Unit.

IN WITNESS WHEREOF, the parties to this Contract have caused these present to be executed by their agents hereunto duly authorized as of the: _____ day of _____, 2022

APPROVED:

HOLLISTON MAINTENANCE
TECHNICIANS UNIT

HOLLISTON SCHOOL COMMITTEE

James Shepard, Bargaining Committee

Keith Buday, Assistant Superintendent

SALARY SCHEDULE:

<u>2021-2022</u>	<u>AMOUNT</u>
STEP 1	\$ 56,266.15
STEP 2	\$ 57,947.31
STEP 3	\$ 59,692.31
STEP 4	\$ 61,536.39
STEP 5	\$ 63,378.75
STEP 6	\$ 65,279.96
STEP 7	\$ 67,238.23
STEP 8	\$ 68,583.03
STEP 9	\$ 69,954.68

<u>2022-2023</u>	<u>AMOUNT</u>
STEP 1	\$ 57,391.47
STEP 2	\$ 59,106.26
STEP 3	\$ 60,886.16
STEP 4	\$ 62,767.12
STEP 5	\$ 64,646.33
STEP 6	\$ 66,585.56
STEP 7	\$ 68,582.99
STEP 8	\$ 69,954.69
STEP 9	\$ 71,353.77

<u>2023-2024</u>	<u>AMOUNT</u>
STEP 1	\$ 58,539.30
STEP 2	\$ 60,288.39
STEP 3	\$ 62,103.88
STEP 4	\$ 64,022.46
STEP 5	\$ 65,939.26
STEP 6	\$ 67,917.27
STEP 7	\$ 69,954.65
STEP 8	\$ 71,353.78
STEP 9	\$ 72,780.85