

AGREEMENT

between

THE SOUTH HADLEY SCHOOL COMMITTEE

and

AFSCME COUNCIL 93, Local #1033

July 1, 2022 – June 30, 2025

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SCHOOL COMMITTEE-UNION RELATIONSHIP

PREAMBLE

THIS AGREEMENT is entered into by and between the School Committee of the Town of South Hadley (hereinafter called the “Committee”) and AFSCME Council 93, Local #1033 (hereinafter called the “Union”).

WHEREAS the Massachusetts Labor Relations Commission has certified in MCR-3933 AFSCME, Council 93 as the exclusive representative of all employees holding positions as:

- a) Head Building Custodians, and
- b) Custodians, and

WHEREAS, the Committee and the Union have, pursuant to the provisions of the General Laws Chapter 150E, bargained in good faith on matters relating to wages, hours, working conditions and other conditions of employment as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and provisions hereinafter set forth, IT IS AGREED:

ARTICLE I **CLASSIFICATIONS**

Job Classifications in the custodian service of the South Hadley Public Schools will be established consistent with the provisions of Town bylaws and regulations. Should the School Committee decide to create or eliminate a classification in the bargaining unit, it shall negotiate with the Union regarding wages, hours and other terms and conditions of employment including the impact of such a change prior to its implementation.

ARTICLE II **UNION STEWARD**

SECTION 1. The Union shall forthwith designate a member as Union Steward who shall be the sole representatives of the Union for all purposes of this Agreement. The name of such Union Steward shall be submitted to the Committee within ten (10) days of such designation and the names of any successors shall be submitted to the Committee within ten (10) days of their designation.

SECTION 2. The Union Steward shall be empowered to discuss and investigate the adjustments of problems and grievances with the Employer.

SECTION 3. The Union Steward shall be released from their duties to investigate grievances on the Employer time. Request to conduct such investigates shall not be unreasonably denied.

SECTION 4. On commencement of employment, the Employer shall grant the Union Steward thirty (30) minutes of paid time to issue a union contract, a membership application and discuss other union business with the new employee.

ARTICLE III **DUES DEDUCTION**

Each employee who elects not to join or maintain membership in the union may voluntarily pay a service fee to the union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

ARTICLE IV **LABOR-MANAGEMENT MEETINGS**

Upon reasonable advance notice of request, and the submission of an agenda identifying the issues to be discussed, the Superintendent, or her/his representative, agrees to meet with a three-member committee of the Union to discuss pertinent matters regarding the conditions of employment.

ARTICLE V **MANAGEMENT'S RIGHTS CLAUSE**

The Parties agree that the operation of the School Department of the Town of South Hadley, the supervision of the employees and of their work, are the rights of the Committee and its administration. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to assure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employee competency; in conformance with the laws of the Commonwealth of Massachusetts and the Town of South Hadley, the hiring, transfer, promotion, demotion, layoff, recall, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employees and to

inform them concerning employment matters, are exclusively rights of the Committee and its administration.

The above-described rights shall not be exercised in violation of any specific provision of this Agreement; otherwise, in the exercise of these rights, and except in case of an emergency or a state mandate, the Committee may not implement a significant change in any practice, policy or standard operating procedure affecting employees and constituting a mandatory subject for bargaining until it has given the Union at least four (4) weeks advance notice of the proposed change and an opportunity during that period to negotiate as to the impact of such change, at which time the change may be implemented even if negotiations continue.

ARTICLE VI
NO-STRIKE CLAUSE

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, or interference or interruption with the operations of the School Department by any employees or the Union.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other Employers or Unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this Article shall be subject to arbitration, as provided for in this Agreement.

PROTECTIONS FOR CUSTODIANS

ARTICLE VII
NON-DISCRIMINATION CLAUSE

The Superintendent shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of unlawful considerations of race, color, age, sex, sexual orientation, gender identity, Union membership or Union activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the Committee, its agents or any supervisory personnel shall discriminate against or discharge any employee because he or she has filed or processed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute relating to wages, hours or conditions of employment.

ARTICLE VIII
GRIEVANCE PROCEDURE

In the event that any custodian has a grievance arising out of any matter contemplated by this Agreement, and for no other reason, the following procedure shall be followed:

Step 1: Within five (5) business days of the occurrence, the aggrieved custodian and/or Union representative shall present the grievance orally to the Director of Facilities. The Director of Facilities shall attempt to work with the aggrieved and Union to adjust the grievance information.

Step 1A: If the grievance is not settled informally at Step 1, the aggrieved custodian and/or Union representative may elect to present the grievance orally to the Superintendent of Schools within five (5) business days of the Step 1 informal meeting. The Superintendent shall attempt to work with the aggrieved and the Union to adjust the grievance informally.

Step 2: If the grievance is not settled at Step 1 or Step 1A and should the Union elect to move the grievance to Step 2, it shall be presented in writing to the Director of Facilities within five (5) business days of the completion of Step 1A. The written document shall include the issue giving rise to the grievance, the contract article allegedly violated and the remedy sought. Within ten (10) business days of submission of the Step 2 grievance a hearing will be scheduled. The Director of Facilities will have ten (10) business days from the date of the Step 2 hearing to issue a decision.

Step 3: If the grievance is not settled at Step 2 and should the union elect to move the grievance to Step 3, it shall be presented in writing to the Superintendent of Schools within five (5) business days of the completion of Step 2. The written document shall include the issue giving rise to the grievance, the contract article allegedly violated and the remedy sought. Within ten (10) business days of submission of the Step 3 grievance a hearing will be scheduled. The Superintendent will have ten (10) business days from the date of the Step 3 hearing to issue a decision.

Step 4: If the grievance is not settled, or a decision not issued after the ten (10) business days from the date of the Step 3 hearing, the Union may submit the grievance to final and binding arbitration, by filing a written demand with the American Arbitration Association. If the demand for arbitration is not filed with the American Arbitration Association within thirty (30) calendar days, then the grievance will be deemed withdrawn.

Any grievance or dispute not filed or processed by the Union within the time limits set fourth above shall be considered waived unless the time or period for filing or processing the same has been extended or waived by mutual agreement of the parties in writing.

If a grievance involving the suspension, demotion or discharge of an employee who has completed the required probationary period remains unresolved, the grievance may be appealed through available Arbitration, Veterans' Preference, or Fair Employment procedures. The aggrieved employee shall indicate in writing which procedure is to be used, and confirm that the choice of another procedure precludes a subsequent appeal through arbitration.

Arbitration proceedings will be concluded under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Union and the Grievant. The costs for services of an Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be born equally by the Committee and Union.

Pending the processing of the grievance and the award of the Arbitrator and during the term of this Agreement, there shall be no stoppage, slowdown or other interference with work.

ARTICLE IX **LINES OF AUTHORITY**

- a) Custodians shall adhere, in all instances, to the following lines of authority:
 - 1) Custodians shall be directly responsible to and shall obey the directions of Head Building Custodians or Custodians in charge.
 - 2) Head Building Custodians and Custodians in charge shall be directly responsible to and shall obey the directions of the Director of Facilities.
- b) Custodians shall do whatever work is necessary to keep the buildings, equipment and appurtenances in proper condition throughout the year, shall cooperate with teachers in protecting school property, and shall report to the Director of Facilities all facts pertinent to acts of defacement or destruction of any school property.
- c) Part-time intermittent custodians shall be directly responsible to and shall obey the directions of the Head Building Custodian or Custodian in charge.

ARTICLE X
CUSTODIAN IN-CHARGE

The Head Building Custodian or Custodian in charge shall equalize the work load and overtime work among the custodians in his building and shall also be responsible for the supervision of and the quality and efficiency of the work of the other building custodians.

ARTICLE XI
REDUCTION IN FORCE

SECTION 1. The Employer agrees to meet with the Union at least two (2) weeks in advance of any layoff of an employee(s) to discuss the provisions of this Article.

SECTION 2. Where feasible, the Employee shall use attrition, voluntary separation or, where mutually agreeable with the Union other alternatives to work force reduction when it is necessary to reduce staff levels within the bargaining unit.

SECTION 3.

In the event it becomes necessary to reduce the number of employees in a classification, the employee so reduced or eliminated shall be the least senior employee in the classification. The laid off employee or the employee who is removed from the classification shall:

- a) be transferred to an open position for which he is qualified or could become qualified for and does become qualified before the effective date of the layoff, or
- b) replace an employee with the lowest seniority in the bargaining unit, anywhere within the South Hadley School System, in an area in which the laid off employee is qualified.

SECTION 4.

“Qualified” means that the employee has on file, with the Office of the Superintendent, evidence that he/she possesses the necessary qualifications, and, if covered by Civil Service, is certified by Civil Service for the position involved, or can obtain said qualifications and Civil Service certification by the effective date of his/her layoff.

SECTION 5.

It is further understood between the Parties that employees using this procedure can only bump laterally by labor grade or down in labor grade. A bumping procedure cannot be used for promotional purposes.

SECTION 6.

Individuals laid off will have, from the effective date of layoff, a one (1) year right of recall for any openings within this bargaining unit. The effective date of the layoff will be defined as the first employee work day that the laid off employee would have normally been scheduled to work but for the layoff action or the first day for which the laid off employee receives unemployment compensation, whichever occurs sooner. The Superintendent will notify the laid off individuals within the recall period, by certified mail, of all openings for which they are qualified. Former custodians shall be given credit for all full-time prior service with the South Hadley Schools, providing they return to work within the recall period.

SECTION 7.

All benefits to which a custodian was entitled at the time of layoff shall be restored in full, upon re-employment within the recall period.

SECTION 8.

Recall will be in inverse order of layoff. The last reduced in force will be the first rehired, provided the individual possesses the necessary ability and qualifications to perform the available work.

SECTION 9.

Any declination of a job offered under this Article will terminate the employment of the individual and satisfy the obligation of the School Committee and their agents under this Article.

SECTION 10.

The employee shall, within fourteen (14) calendar days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of a signed slip provided by the Employer of their intention to return or not to return by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's Office at the end of fourteen (14) calendar days, it shall be considered a

declination on the part of the employee, unless there are unusual extenuating circumstances approved by the Superintendent or his/her designee.

SECTION 11.

In the case of layoff or recall when two (2) or more employees have the same seniority and possess the necessary ability and qualifications to perform the available work, the employee(s) selected for layoff or recall will be determined by drawing names from a container. The employee to be retained or to be recalled will be the first name drawn.

SECTION 12.

After the one (1) year period of recall specified herein, the rights of the employee under this Agreement shall cease and the School Committee and their agents shall be deemed to have satisfied its obligations to the laid off employee under this Article.

SECTION 13.

Notwithstanding the above provisions, if there should be any conflict between this Article and the statutory requirements and other regulations of Civil Service, the provisions of Civil Service shall prevail as to those employees covered thereby.

SECTION 14.

Notwithstanding the provisions of this Article, nothing in this Article shall prevent the School Committee and their agents from continuing its practice of utilizing temporary employees.

ARTICLE XII **TEMPORARY VACANCIES**

- a) The Superintendent of Schools, Director of Facilities or his/her designated representative shall be responsible for filling temporary vacancies caused by promotion, death, retirement, personal or family illness or vacation of any custodian.
- b) A custodian assigned on a temporary basis to fill a vacancy in a higher pay grade within the bargaining unit for a period of more than three (3) consecutive days shall receive a daily stipend of twenty dollars (\$20) for each consecutive day beyond the third day.

It is agreed that manipulation of custodian's working assignment will not be undertaken by the School Committee or its representative, specifically to circumvent the above provision.

- c) Whenever an employee will be absent indefinitely, and the position is to be filled, the position will be posted for bid as a temporary vacancy and filled in accordance with the provisions of this Agreement. It is understood that when the absent employee returns, the successful bidder returns to his/her former position.

ARTICLE XIII **VACANCIES**

Whenever a vacancy or opening occurs in a position contemplated by this Agreement, whether on account of a change in an individual's pay grade, promotion, death, retirement, resignation, discharge, the erection of a new building or a decision to increase the number of employees, the following procedure shall be followed:

- a) The Employer shall post any new position, promotion, or vacancy not less than one (1) week prior to the opening of applications. The notice shall contain the name of the school, the classification required, the minimum qualifications, skill requirements, workweek, wages, and job description for the posted position.
- b) Any custodian who wishes to be considered for the position shall make written application to the Superintendent of Schools, prior to the opening of applications.
- c) The Superintendent shall award the position on the basis of seniority (as hereinafter defined in subparagraph d) and performance records based upon evaluation records on file in the office of the School Department and special skills required for the job, if any.
- d) Seniority shall be measured as follows:
 - 1) Custodian – from date of permanent appointment.
 - 2) Head Building Custodian – from date of permanent appointment as the Head Custodian.
- e) Whenever a school building is replaced by a new building, the custodian or custodians assigned to the building replaced shall be transferred.

- f) Custodians being appointed by the Superintendent to permanent classification shall be placed on the minimum step of the salary schedule for the appropriate pay grade of the salary schedule for the appropriate pay grade for the twelve (12) months' probationary period. In the event that the said appointee shall have been previously employed as a custodian by the School Committee, credit for hours accumulated shall be recognized. When said appointee has accumulated 1,000 working hours, he shall be placed on the second step of the salary schedule for the appropriate pay grade. For all new employees, movement from Step 1 to Step 2 will require a year of service. Step increases will be made annually thereafter on the anniversary of their date of hire.

- g) Advancement in rate from minimum to maximum shall be as follows:
 - 1) Advancement from the minimum rate (step one) to step two shall be made after an employee has been employed by the School Department at step one for a period of six (6) months.
 - 2) Advancement from step two and subsequent steps to maximum rate shall be made after an employee has been employed for a period of twelve (12) months at each step.

- h) In the event that a custodian is promoted, the following adjustments in salary schedule shall be effective:
 - 1) A one pay-grade promotion shall be recognized by placement on the same step of the appropriate salary schedule, except that in no case shall a promotion adjustment cause a custodian to be paid more than the highest paid custodian in that pay-grade.
 - 2) A two pay-grade promotion shall be recognized by placement one step lower than the appointee's salary schedule step.

- i) A custodian promoted to another job classification shall be subject to a thirty (30) day trial period. During the trial period, if either the employer or the employee is dissatisfied with the promotion, the employee shall be returned to their previous position provided it has not been permanently filled.

HOURS AND OVERTIME

ARTICLE XIV WORK DAY

SECTION 1.

The regular workday for all custodians shall consist of a consecutive eight (8) hour period, which shall include a thirty (30) minute paid lunch break on school premises. Custodians who are allowed time away from custodial duties, without pay, to perform traffic duty, will be obligated to perform their regular seven and one-half (7½) hours of custodial duties. The work day will vary by school, due to different start times, per the schedule worked out between the parties. Whenever a custodian is required to work through his lunch period, he shall be given either:

- a) compensatory time off, or
- b) overtime remuneration as hereinafter defined.

SECTION 2.

The parties agree that in the event the Director of Facilities determines a need to establish a shift different from the current first and/or second shifts, the following procedures will apply:

- a) The Union will be given prior notice of the shift that is being contemplated. The Union may, at their discretion, demand to bargain over the impact of the new shift on members of the bargaining unit.
- b) The new shift will be posted and staffed as a vacancy under Article III. If no member of the bargaining unit applies for the new shift, the least senior custodian in the building may be assigned to the new shift at the sole discretion of the Director of Facilities, pending impact bargaining.
- c) Nothing in this Letter shall be applicable to Summer Hours Schedule as established by Article XIX.

ARTICLE XV
WORK WEEK

The regular work week for all custodians shall be from Monday through Friday of each week. There shall be no split shifts required by the Superintendent. In the event that there are special events scheduled, in any building, which require the services of custodians beyond normal hours for regular custodians, the Superintendent shall not advance the normal starting hours of any custodian in order to eliminate overtime remuneration.

The district reserves the right to create and schedule a new custodial position that would have weekend hours as part of the regularly scheduled 40 hour shift.

ARTICLE XVI
EXTENSION OF WORK DAY

Whenever an activity, either school-related or otherwise, requires that a custodian remain in his/her building one-half (½) hour or more after his/her normal working hours, he/she shall be paid a minimum of one (1) hour at his/her overtime rate.

Whenever an outside activity is scheduled for a school building outside of normal working hours and a custodian is called in to be on duty, a minimum of two (2) hours at the overtime rate will be guaranteed.

Events scheduled in advance that are contiguous with the normal work schedule are not call-ins as described in Article XVII or the preceding paragraph, and custodians working such events will receive compensation based on the actual hours worked. Any hours worked over forty (40) in a work week will be paid at the employee's overtime rate.

The Parties agree that all overtime shall be with prior approval of the Director of Facilities or the Superintendent.

ARTICLE XVII
CALL-IN TIME

SECTION 1. In the event that any custodian is called to their building after their assigned hours by the Superintendent or other agent of the School Committee, the custodian shall be paid for a minimum of four (4) hours; provided, however, that in the event such call is the result of the custodian's neglect of duty, the Employer may impose disciplinary action.

SECTION 2. It is understood by the Employer and the Union that custodians are not required to be on an on-call status outside regular work hours.

SECTION 3. Custodians that do not respond to a call (or other communication) from a supervisor or on-call service during non-regular work hours, will not be disciplined in any way.

SECTION 4. The provisions of this Article shall not apply to snow days, which are governed by Article XLI – Snow Days.

ARTICLE XVIII **REST PERIOD**

Employees will be allowed one scheduled ten (10) minute rest period in each complete full shift work day, the time and the specific location for each rest period will be designated by the Employer. A rest period taken at a time other than that so designated by the Employer or at a location other than that specifically designated by the Employer will result in disciplinary action. Employees shall work up to the start of their rest period and shall be back at work at the end of the rest period.

ARTICLE XIX **SUMMERTIME HOURS**

Whenever requested by the Superintendent or Director of Facilities, each Head Building Custodian or Custodian in charge shall submit a schedule of required hours for the provision of services for summertime educational and recreational activities. Summer hours will be scheduled between the hours of 6:00 a.m. and 3:00 p.m. During school vacations and weather-related emergencies, the district retains the ability to assign custodians to afternoon and evening shifts to accommodate building needs.

ARTICLE XX **WEEKEND BUILDING CHECKS**

SECTION 1. Whenever the Superintendent or other agent of the School Committee requests a custodian to check their building on Saturdays, Sundays or holidays (excepting such regular school days as are considered holidays pursuant to the Holiday Article), the custodian shall receive a minimum of one and one-half (1½) hour's pay for each required check. In the event a Custodian is requested to stay and work beyond one-half hours (1 ½) hours, the employee will be paid time at time and a half (1.5x) for all hours worked with not compounding of overtime.

If the School Committee makes their annual inspection of school buildings prior to the opening of school, the custodians, one (1) per

school building that is to be inspected, that are on duty for the inspection will be paid for a minimum of one and one-half (1½) hour's pay.

SECTION 2. It is understood by the Employer and the Union that custodians are not required to be on an on-call status for building checks outside of regular work hours.

SECTION 3. Custodians that do not respond to a call (or other communication) from a supervisor or on-call service for building checks during non-regular work hours will not be disciplined in any way.

ARTICLE XXI **ANNUAL MEETING**

The President and the Secretary of the Union, or two (2) other members designated as delegates by the Union, shall be granted time off, with pay, for the purpose of attending the annual meeting of the AFSCME, Council 93. Such time off shall not exceed twenty-four (24) hours of working time per year. Such time off shall not affect sick leave or vacation time. The Union shall notify the Committee of such time off at least ten (10) days in advance thereof.

The Superintendent may designate as many days or parts of days as he/she deems necessary for workshops to be held within normal hours during school vacation periods with an agenda for said workshop days prepared by the supervisor.

ARTICLE XXII **OVERTIME/PYRAMIDING OF PAY**

Authorized work, performed in excess of forty (40) hours in a given work week, shall be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay.

A reasonable amount of overtime shall be required. All employees shall have equal opportunity for overtime assignments. For overtime opportunity purposes, time refused will be counted as time worked. Prior to assigning mandatory overtime, volunteers will be exhausted. In the event that an employee has to be required to work overtime, such mandatory overtime will be assigned in rotation among all employees from a roster, by inverse order of seniority.

If any of the enumerated paid holidays under this Agreement falls within an employee's regularly scheduled work week and said employee received pay for that holiday, though not worked, in accordance with the eligibility requirements hereinafter provided, said holiday shall be counted as a day worked for the purpose of determining weekly overtime in that work week. There shall be no duplication or pyramiding of overtime and/or other premium forms of compensation, and when any particular work is subjected to or falls within two (2) or more overtime or other premium classifications only the highest applicable single overtime or other premium wage rate shall be paid.

ARTICLE XXIII
OVERTIME PAYMENTS

Overtime incurred by the use of school facilities by outside organizations will be paid at the same rate and schedule of payment as any other overtime pursuant to Article XXII. The reason for overtime work notwithstanding, any and all custodians on duty when outside organizations are using school facilities are considered employees of the South Hadley Public Schools and will be expected to carry out normal custodial duties while on such overtime assignment.

SALARY AND BENEFITS

ARTICLE XXIV
WAGES

SECTION 1. The minimum rates of pay, job classifications and Step increases for all employees shall be set forth in Appendix A. Employees shall advance one Step on July 1st each year with the District.

SECTION 2. New employees shall be placed on Step 1 of the wage scale.

ARTICLE XXV
LONGEVITY COMPENSATION

The regular pay (see Salaries Article) of each employee shall include longevity compensation in an amount which, over each full year after completion of required service, will yield the following annual amount based upon the following:

10-14 years	\$275
15-19 years	\$400
20-24 years	\$525
25-29 years	\$650
30-34 years	\$775
35+ years	\$900

Longevity compensation will be paid in one lump sum on the anniversary date of hire. Effective FY24, and thereafter, longevity compensation will be paid in the first pay period in December in one lump sum.

ARTICLE XXVI
SEVERANCE BENEFITS

Provided the custodian notifies the Superintendent by November 1st of the prior fiscal year when he/she intends to retire to allow for proper budgeting of this expense, a custodian with thirty (30) years of service during the life of this Agreement will be grandfathered at the June 2104 salary schedule amount for the purpose of determining the value of sick leave payout upon retirement; twenty (20) years of service, \$2,000; fifteen to twenty (15-20) years of service, \$1,550. Custodians will be required to maintain a minimum of one hundred (100) or more sick days to qualify for this benefit.

Severance benefits will not be available for any custodians hired after September 1, 2014.

ARTICLE XXVII
HOLIDAYS

- a) All full-time custodians shall be paid in full, at their regular rates, for the following holidays, and part-time custodians shall be paid pro rata:
- 1) New Year's Eve (1/2 day)
 - 2) New Year's Day
 - 3) Martin Luther King Day
 - 4) Presidents' Day
 - 5) Patriot's Day
 - 6) Memorial Day
 - 7) Juneteenth
 - 8) Independence Day
 - 9) Labor Day
 - 10) Indigenous People Day
 - 11) Veteran's Day
 - 12) Thanksgiving Day
 - 13) The day After Thanksgiving
 - 14) Christmas Eve (1/2 day)
 - 15) Christmas Day
- b) In the event that any of the aforesaid holidays is a Sunday, the following day shall be considered a holiday. In the event that the holiday is a Saturday, the preceding day shall be considered a holiday. Should such succeeding or preceding day be a regular school day, the custodians shall receive compensatory days off at a time to be mutually agreed to by the Committee and the Union.
- c) In order to qualify for paid holidays, the individual must, on the scheduled work days preceding and succeeding the holiday, either:
- 1) Work the full day, or
 - 2) Report in person for work and be excused by his/her supervisor, or
 - 3) Provide evidence that he/she was ill on such preceding or succeeding days as he/she did not work or be excused as aforesaid in the same manner as hereinafter provided for purposes of such pay.

ARTICLE XXVIII
VACATIONS

Full-time employees, who have completed the below specified periods of consecutive employment with the Town, shall be entitled to annual paid vacation, as shown in the table below:

<u>SERVICE</u>	<u>VACATION</u>
30 weeks	2 weeks
5 years	3 weeks
10 years	4 weeks

Employees, who have been employed for less than thirty (30) consecutive weeks, shall be entitled to paid vacation at the normal day's pay rate, in the amount of one (1) day for each full month of such employment. Vacation time will accrue on July 1 of each year rather than on an anniversary basis. For the first year, the vacation will be pro-rated accordingly.

Regular part-time employees shall be entitled to an amount of vacation consistent with the above table and in the ratio that their part-time employment bears to full-time employment in their department.

The dates of the vacation period will be at the sole discretion of the Superintendent, who shall attempt, consistent with working conditions and seniority, to grant at least two (2) consecutive weeks during the period between the close of School and September 1 of each calendar year to eligible employees. In the event an employee does not use all vacation time within the fiscal year, the Superintendent may allow for its carryover subject to advance notice and approval. The maximum amount of carryover shall be ten (10) days.

After completion of twenty (20) years, an employee will be entitled to be paid for a fifth week of vacation on July 1 each year, but shall not be entitled to the time off.

ARTICLE XXIX
JURY DUTY

Employees required to serve on jury duty will be transferred to day work and be granted time off for jury duty in accordance with the practice prevailing for day employees. The parties agree to follow M.G.L. c. 234A regarding jury duty.

ARTICLE XXX
SICK LEAVE

Sick leave days are essentially a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until he/she has a bona fide sickness, preventing him/her from reporting for and performing his/her duties.

a) Sick leave shall be credited at the rate of one and one-quarter (1¼) days per month of employment, for the first year of local service up to a maximum of fifteen (15) days. Thereafter the fifteen (15) days per year shall be credited to each employee on July 1st. If an employee is separated from employment voluntarily or involuntarily before the end of the fiscal year and has used more days than would have been credited on the basis of 1¼ days per month, the excess days used shall be deducted at the rate of 1¼ days per month from the employee's final paycheck. Sick leave may accumulate to a maximum of 184 days. Employees who currently exceed 184 days will be grandfathered in at their current number but will not accumulate additional sick leave until their number drops below 184 days. Thereafter, the 184 maximum accumulation cap stipulation will apply..

- b) 1) Sick pay will be calculated based on a normal week's pay, divided by the number of days scheduled per week.
- 2) Regular part-time employees shall be credited with sick leave, in proportion to the ratio of the employee's normal work schedule to that of a full-time employee.

Full-time means regularly working at least twenty-five (25) hours per week during the full calendar year.

Regular part-time means regularly working at least twelve (12) hours per week, for at least twenty-six (26) weeks, during the full calendar year.

Employees who do not qualify for the minimum hours listed are not eligible for fringe benefits.

- 3) If a paid holiday (as hereinafter defined) occurs during sick leave, the employee shall receive holiday pay in place of sick pay for that day. In order to qualify for personal sick leave, evidence of illness must be furnished by one of the following, or the employee will not be paid for sick leave.

- (a) Personal verification by the Department Head
 - (b) Physician's certificate
- 4) The Superintendent or his/her designee, upon request, may require a custodian to furnish a doctor's certificate of any custodial absence in excess of a total of five (5) non-consecutive days in any anniversary year, or any period of time for an absence covered by the FMLA.
 - 5) Should the Superintendent feel that it may be necessary, the Superintendent, at the school system's expense, may require an examination by the physician of it choice, and the results of this examination may determine the continuation of paid sick leave.
 - 6) Upon termination of service, an employee shall not be entitled to compensation in lieu of accumulated sick leave, nor shall accumulated sick leave be taken immediately prior to retirement unless properly charged to sick leave under this Article.
 - 7) An annual report on sick, vacation and personal leave balances shall be issued to each custodian individually.
 - 8) Up to five (5) sick days per contract year may be used by an employee who is required to provide home care to a parent, spouse or child with in injury or illness.

ARTICLE XXXI
PERSONAL LEAVE

Sixteen (16) hours leave, with pay, per school year, non-cumulative, will be allowed subject to the approval of the Superintendent or his/her designee without the need of a reason for personal, legal or family matters. The Superintendent or designee in granting such request will require assurance from the custodian that this business cannot be handled any other time than during school hours. Such days will not be used to extend a holiday, weekend or a school vacation period. In extraordinary circumstances, the Superintendent or designee may waive the preceding provision.

Upon approval, this time may be taken in multiples of four (4) hours. Requests for personal leave must be submitted to the Superintendent or designee, in writing, as soon as possible and whenever possible, not less than twenty-four (24) business day hours before the absence occurs.

Leaves under the provisions of this Agreement which are also eligible for coverage under the Family and Medical Leave Act (FMLA) shall be regarded as both FMLA and contractual leave, and the more liberal of the provisions shall apply.

Personal days not used by the employee shall be paid for by the Committee at the rate of fifty dollars (\$50.00) per unused personal day.

ARTICLE XXXII

MEDICAL LEAVE OF ABSENCE

A custodian who has served in the South Hadley School System for five (5) continuous years and who has exhausted all his paid sick leave will, upon written request, receive a medical leave of absence, without pay, but without loss of seniority or longevity rights, for a period not to exceed one (1) year.

This request must be accompanied by a certificate from a physician as to the need of a medical leave, indicating the probable length of same, if it is possible to ascertain it at that time. The request must be made a reasonable length of time in advance of the leave.

Nothing in the above paragraph shall limit the discretion of the Superintendent to grant extensions of a medical leave, if evidence so warrants.

Should the Superintendent, during any period of a medical leave of absence, feel that it may be necessary, the Superintendent, at the school system's expense, may require an examination by a physician of the Superintendent's choice and the results of this examination may determine the continuation of the medical sick leave.

A custodian who has served in the South Hadley School System for five (5) continuous years may, upon written request to the Superintendent or his/her designee, receive a leave of absence, without pay, but without loss of seniority or longevity rights, for the purpose of caring for a sick member of his/her immediate family, for a period not to exceed one (1) year.

ARTICLE XXXIII

WORKERS COMPENSATION

Any employee when disabled by an accident or injury arising out of and in the course of his/her employment may file for benefits under Workers Compensation.

Any such injury must be immediately reported to the supervisor: the report of injury shall be completed in triplicate and one (1) copy forwarded to the Workers Compensation agent as soon as practicable.

Nothing herein shall be interpreted to conflict with General Laws Chapter 152.

Accident reports and medical authorizations shall be readily available at all work sites.

In the event the employee is physically unable to complete an accident report for any reason, his/her immediate supervisor shall fill it out. To the extent legally feasible, should a supervisor fill out a form late, it shall be received as though it has been filed on the occurrence of the accident. For the purpose of accrual of vacation and sick leave, time spent on Workers Compensation shall count as time actually worked.

ARTICLE XXXIV
BEREAVEMENT LEAVE

In the event of death in the immediate family, the employee shall be allowed paid leave, at his/her regular rate, for up to five (5) working days, between the date of death and the date of interment; except that in the event that interment takes place more than two hundred and fifty (250) miles from South Hadley, such leave may extend one (1) day beyond the day of interment to the same maximum of five (5) days, provided that such days are days that the employee would have worked and on which the employee would not have been absent for any other reason. For the purpose of this Section, "immediate family" means: father, mother, stepfather, stepmother, brother, sister, grandparents, grandchildren, grandparents-in-law, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, wife and husband, or any other relative residing within the household of the employee. In the case of death of a relative outside the immediate family, the employee shall be entitled to paid leave for the day or part thereof necessary to attend the funeral. Relatives outside the immediate family are defined as uncles, aunts, nephews, nieces, cousins and in-laws other than defined above.

ARTICLE XXXV
INSURANCE

All employees shall be eligible to participate in the Town's insurance programs, to the same extent as Town employees. Paid off and terminated employees are entitled to continuation of health insurance benefits as provided by federal (COBRA) and state laws.

ARTICLE XXXVI
UNIFORMS

Employees, when on duty, will be required to wear uniforms as furnished by the Employer. A slicker/boot outfit will be available at each school and be replaced by the Employer on an as-needed basis with normal wear and tear. The Union will have input as to color and style of uniform.

On July 1 of each year an allowance of three hundred dollars (\$300) will be paid to each custodian upon submission of a valid receipt to the Business Administrator. There will be no uniform carryover costs, the uniform allowance must be used by March 1st of each year. The allowance can be spent on: shoes, boots, foul weather gear, snow pants, insulated underwear, gloves, head wear, jeans, winter coat. The Employer agrees that once the appropriate paperwork/receipts are turned in, the Employer will make every effort to reimburse the Employee, but payment will be made in no later than thirty (30) days provided all paperwork is in proper order.

MISCELLANEOUS

ARTICLE XXXVII
PUPIL LISTS

No custodian shall furnish any list of pupils, parents or teachers to any person or organization without express permission to do so from the Superintendent of Schools.

ARTICLE XXXVIII
SAFETY PRECAUTIONS

- SECTION 1. Each custodian shall make every effort to follow all safety precautions in connection with his/her work and eliminate any hazards to students or staff personnel in his/her building.
- SECTION 2. It is the Employer's intent to provide a safe work environment for all Employees.
- SECTION 3. The Employer agrees to provide a work environment consistent with safety regulations as prescribed by Occupational Safety and Health Act.
- SECTION 4. The Employer shall provide an accessible first aid kit. This kit shall be fully supplied at all times.

ARTICLE XXXIX
SAVINGS CLAUSE

If any provision of this Agreement or application of this Agreement to any employee or group of employees shall be finally held to be contrary to state or federal law by a court of competent jurisdiction, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

ARTICLE XL
ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, except as provided in Article V.

Except as may be agreed and signed between the Committee and the Union after the execution of this Agreement, neither the Union nor the Committee are bound by any side agreements or letters of understanding other than the Letter of Understanding attached to this Agreement.

ARTICLE XLI
SNOW DAYS

During any snow or weather related closing, the custodian staff shall be expected to report to work for the start of his/her scheduled shift unless directed otherwise by the Director of Facilities. On Snow days, when school staff have left the building and the employee has completed the necessary work tasks to protect the building and have it prepared for the next business day, he/she may also leave, with the approval of the Director of Facilities, or in the absence of the Director of Facilities the Superintendent of Schools. When custodians are called in on weekends to remove snow, such custodians shall be paid a minimum of four (4) hours.

ARTICLE XLII
SENIORITY

SECTION 1. Seniority shall be defined as the employee's length of continuous service with the Employer from their first day of employment.

SECTION 2. Seniority shall be broken, and an Employee's seniority shall terminate and cease to be employee upon occurrence of the following events:

- a.) Discharge for just cause
- b.) Resignation
- c.) Retirement
- d.) Any absence beyond an authorized leave
- e.) Failure to comply with, in the case of a layoff, the reduction in force and recall provisions set forth in this Agreement.
- f.) Failure to be recalled from layoff within twelve (12) months after the date of such layoff"

SECTION 3. The Employer agrees to provide the Union upon request electronically the following information:

- a. An up-to date- seniority list of all dues paying bargaining unit employees with the following information: Names, address, phone numbers, dates of hire, rate of pay, classification (full-time or part-time), and department or location of work.
- b. An up-to date- seniority list of all non-dues paying bargaining unit employees with the following information: Names, address, phone numbers, dates of hire, rate of pay, classification (full-time or part-time), and department or location of work.

ARTICLE XLIII
DISCIPLINE

SECTION 1. The Employer shall not suspend, demote, or discharged any non-probationary employee without good cause.

SECTION 2. If the Employer has reason to verbally reprimand an Employee, it shall be done privately and in the presence of a Union Steward if requested by the employee.

- SECTION 3. Any employee who receives a written reprimand has the right to submit a written response explaining their position and the written response will be included in the employee's personnel file.
- SECTION 4. In the case of discharge, the non-probationary employee affected may request and shall receive from the Employer in writing the reason for said dismissal.
- SECTION 5. All copies of warning notices shall be forwarded to the Union office upon request.

ARTICLE XLIV
BARGAINING UNIT WORK

Supervisors will not perform bargaining unit work on a consistent basis except as traditionally has been performed or when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel.

ARTICLE XLV
JOB DESCRIPTIONS

- SECTION 1. The Employer and the Union mutually agree on the employee job descriptions presently in effect as of the date of ratification of this Agreement. Whenever the Employer decides to change a classification existing job description or institute a new one, it shall meet to discuss in advance of the changes with the Union.
- SECTION 2. The Employer shall provide to each Employee covered by this Agreement, and to each newly hire Employee, a copy of the employee's job description.

ARTICLE XLVI
DURATION AND RENEWAL CLAUSE

This Agreement shall be in effect as of July 1, 2022, and remain in full force and effect until June 30, 2025, and will continue in effect from year to year thereafter, unless written notice of a desire to modify or terminate this Agreement is given by either party to the other party at least sixty (60) days prior to June 30th of any year. In the event such

APPENDIX A
CUSTODIANS' SALARIES
Effective July 1, 2022 – June 30, 2025

Effective July 1, 2022 (3%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian	\$723.87	\$759.76	\$796.14	\$833.11	\$868.86
	\$18.10	\$18.99	\$19.91	\$20.83	\$21.72
Custodian-in-Charge	\$777.93	\$816.07	\$855.59	\$894.39	\$933.91
	\$19.45	\$20.40	\$21.39	\$22.36	\$23.34
Head Custodian	\$836.22	\$878.08	\$919.54	\$861.81	\$1,003.72
	\$20.90	\$21.96	\$22.99	\$24.05	\$25.09

Effective July 1, 2023 (2%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian	\$738.35	\$774.95	\$812.06	\$849.77	\$886.23
	\$18.46	\$19.37	\$20.31	\$21.24	\$22.16
Custodian-in-Charge	\$793.49	\$832.39	\$872.70	\$912.28	\$952.59
	\$19.84	\$20.81	\$21.82	\$22.81	\$23.81
Head Custodian	\$852.94	\$895.64	\$937.93	\$981.05	\$1,023.80
	\$21.32	\$22.40	\$23.45	\$24.53	\$25.59

Effective July 1, 2024 (2%)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian	\$753.12	\$790.45	\$828.30	\$866.76	\$903.96
	\$18.83	\$19.76	\$20.71	\$21.67	\$22.60
Custodian-in-Charge	\$809.36	\$849.04	\$890.16	\$930.52	\$971.64
	\$20.23	\$21.23	\$22.26	\$23.26	\$24.28
Head Custodian	\$870.00	\$913.55	\$956.69	\$1,000.67	\$1,044.28
	\$21.74	\$22.85	\$23.92	\$25.02	\$26.10

The stipend for pool care and maintenance will be \$60 per week and will be paid at a daily rate to anyone who covers the maintenance of the pool.

rec 10/3/22

SIDE LETTER OF AGREEMENT
BY AND BETWEEN
THE SOUTH HADLEY SCHOOL COMMITTEE
AND THE
SOUTH HADLEY CUSTODIAL EMPLOYEES,
AFSCME COUNCIL 93, LOCAL #1033

The South Hadley School Committee (Committee) and the South Hadley custodial bargaining unit, AFSCME Council 93, Local #1033 (Union) hereby side letter of agreement to be maintained outside of the collective bargaining agreement (CBA).

The parties agree to the following:

1. On a trial basis beginning no earlier than October 20, 2022, the Employer shall have the ability and its option, to implement Custodians to perform "outdoor cleanup" from sidewalks, tree/shrub maintenance (excluding lawn cutting) and courtyard cleanup.
2. It is understood that outdoor cleanup during the regular school year is not a part of Custodians normal work duties and shall be paid at a rate of time and one-half (1 ½) when the employee is eligible for overtime.
3. During the regular school year, outdoor cleanup overtime work shall be distributed as equitably as possible. For the purpose of a regular rotation of outdoor overtime work opportunities, overtime work offered and refused shall be considered as overtime actually distributed.
4. During the summer month period when school is out of session, outdoor cleanup assignment shall be performed during normal work hours with no premium rate of pay and assigned equitably.
5. The parties agree to work in good faith to resolve any issues.

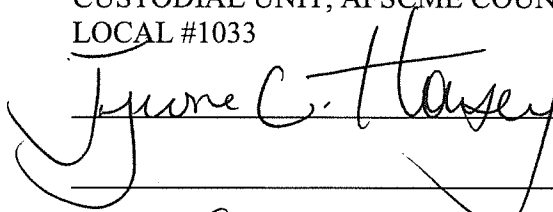
This Side letter will sunset with the expiration of the collective bargaining agreement.

FOR THE SOUTH HADLEY
SCHOOL COMMITTEE



Date: 1/26/2023

FOR THE SOUTH HADLEY
CUSTODIAL UNIT, AFSCME COUNCIL 93,
LOCAL #1033



Date: 11-9-2022