

AFSCME  
Council 93, Local 1709  
Webster Custodial  
July 15, 2022

Memorandum of Agreement

1. Three-year CBA FY 23-FY 25 (July 1, 2022-June 30, 2025)

2. Wages

A) Present wages:

Custodian.....\$25.25

Head Custodian.....\$27.46

B) FY 23-July 1, 2022.....2.75% Increase to base salary

FY 24-July 1, 2023.....2.50% Increase to base salary

FY 25-July 1, 2024.....2.25% Increase to base salary

3. **Holidays:** [Article 4-8] Add Juneteenth: or celebrated the Monday following/with Saturday exemption language that states:


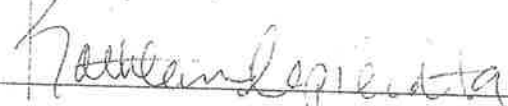



*"In the event the holiday falls on a Saturday, that it will not be considered a paid holiday."*

4. **Vacations:** Review Article in contract as District will accommodate members for any vacation time that expired this year (June 30, 2022), and as a measure of good faith, will review any future time to accommodate carry over through the approval process.

Webster Public Schools

  
\_\_\_\_\_  
Superintendent

School Committee

  
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\_\_\_\_\_  
AFSCME Negotiation Team

Union Ratification: 7/15/2022

Webster S.C. Ratification:    /   /

CONTRACTUAL AGREEMENT

BETWEEN THE

CUSTODIAL UNION, COUNCIL 93

AND THE

WEBSTER SCHOOL COMMITTEE

FOR THE PERIOD OF

JULY 1, 2018 – JUNE 30, 2021

Webster Public Schools  
Webster, MA 01570

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**July 1, 2018 – June 30, 2021**  
**Custodial Contract**

This agreement entered into by the Webster School Committee hereinafter referred to as the Employer, and Local 1709, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its 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 of work and other conditions of employment.

**ARTICLE I**

**1-1 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all custodial employees of the Webster School Department. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

**1-2 Union Representatives**

A written list of the union steward and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes. The above shall be granted reasonable time off during working hours to investigate and settle local grievances, attend meetings of state and national conventions, without loss of pay.

**1-3 Employer Rights**

Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage and control the public schools and the educational activities, and the right to direct and control the work of employees and the use of its properties and facilities is invested exclusively in the School Committee. The failure by the Committee to exercise any of these rights as provided in this paragraph shall not be construed as a waiver of these rights. The Committee shall have the exclusive authority to exercise its managerial rights and such actions by the Committee shall not be subject to the grievance procedure or arbitration provisions of this Agreement, provided, however, that none of these rights shall be exercised by the Committee contrary to any express provisions of this Agreement.

**1-4 Discrimination and Coercion**

There shall be no discrimination by foremen, Superintendent, or other agents of the Employer against any employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement, or his refusal to comply with any order which would violate this Agreement.

**ARTICLE II**

**2-1 Union Dues and Initiation Fees**

Employees shall tender the initiation fee (if any), and monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement, and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership 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 tenth (10<sup>th</sup>) day of the succeeding month.

**2-2 Authorization for Payroll Deduction**

By \_\_\_\_\_  
(Name of Employee)  
To \_\_\_\_\_  
(Name of Employer)

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each week, the amount of \$\_\_\_\_\_. This amount shall be paid to the Treasurer of Local Union # \_\_\_\_\_, and represents payment of my Union Dues. These deductions shall be irrevocable during the life of this Contract.

\_\_\_\_\_  
(Employees Signature)

\_\_\_\_\_  
(Employees Address)

**ARTICLE III - Grievance**

**3-1 Definition of Grievance**

A grievance is defined as an alleged violation of an express and specific provision of this Agreement, including the application, meaning or interpretation of this Agreement.

**3-2 Grievance and Arbitration Procedure**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

### **3-2.1: Step 1**

The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with his/her most immediate supervisor within ten (10) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter by scheduling a hearing and shall respond to the steward in writing within ten (10) working days.

### **3-2.2: Step 2**

If the grievance has not been settled, it shall be presented in writing to the Superintendent within ten (10) working days after the supervisor's response is due. The Superintendent shall schedule a hearing and respond to the steward in writing within ten (10) working days.

### **3-2.3: Step 3**

If the grievance still remains unadjusted, it shall be presented to the School Committee in writing within fourteen (14) working days, or next meeting, whichever is sooner, after the response of the Superintendent is due. The School Committee shall schedule a hearing which will include the employee and a union representative and respond in writing within ten (10) working days after the hearing. Failure by the School Committee to reply within this period shall be construed as a decision favorable to the employee.

### **3-2.4: Step 4**

If the grievance is still unsettled, either party may, within thirty (30) 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 Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an Arbitrator, the grievance shall be submitted to the State Board of Conciliation and Arbitration in accordance with its rules for arbitration. The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his written decision within thirty (30) days after the conclusion of testimony and argument. The expense for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

### **3-3**

Grievances involving disciplinary action shall be processed beginning at Step 2. 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.

## **ARTICLE IV – Working Conditions**

### **4-1 Seniority**

Seniority as used in this agreement shall be defined as length of service with the AFSCME Council 93 Local 1709 unit. Any employee's part time service with the Council shall be prorated according to actual time spent in a position covered by this agreement through June 30, 2011. Beginning July 1, 2011 custodians who work less than full time will not be prorated. In the event two (2) or more employees begin work on the same date, preference shall be given in order of interview or hiring.

The principle of seniority shall govern and control in all cases within the bargaining unit relative to transfer, increase of the working force as well as preference in assignment to shift work and choice of vacation period. In the event of the decrease of the work force, the least senior employee in the job title affected by the layoff shall be laid off first. Such employee due to be laid off shall have recall rights for (1) one year, the custodian may request to extend the recall period a 2nd year if they submit a letter of interest in writing to the Superintendent by July 1. The most senior employee laid off shall be recalled first.

### **4-2 Hours of Work**

The regular hours of work each day for full time employees shall be consecutive, except for interruption for lunch periods. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive unless an alternate schedule is arranged between the Union and Employer. The normal work day shall consist of eight (8) consecutive hours within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. Part time employees will be scheduled to work a shift for specific days Monday through Friday with regular starting and quitting times unless an alternate schedule is arranged between the Union and Employer.

### **4-3 Meal Periods**

All employees shall be granted a meal period of a maximum of one half (1/2) hour's duration during each work shift. For the day shift, whenever possible, the meal period shall be scheduled at the middle of the shift. For the night shift, when coverage is available, the meal period shall be scheduled at the middle of the shift. The employer shall furnish a meal to any employee who is requested to and does work three (3) hours beyond his regular shift. The employee shall be furnished meals every five (5) hours thereafter while he continues to work. In the event the employer is unable to furnish meals, and an emergency exists, the employee shall be granted time off to eat, and the employer shall compensate the employee for an additional hour of work at one and one-half (1 ½) times his regular rate of pay. Employees who are directed by their immediate supervisor to work beyond their regular quitting time into the next shift shall receive a meal break at the option of the employee before the start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the

shift. In no case will an employee work beyond six (6) consecutive hours without receiving a minimum 30 minute lunch break. For those instances where it is necessary to work beyond six (6) consecutive hours, a Meal Break Waiver must be completed.

#### 4-4 **Overtime**

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times his regular rate of pay for work. Overtime is based on hours actually worked during a given work week. Holiday Pay, vacation pay, sick pay, etc, when an employee does not work is not included in the 40 hours for the purpose of overtime calculation. All work performed on Sunday shall be paid at the rate of one and one-half (1/2) times the regular rate of pay. Any employee called back to work on the same day after having completed his assigned work and left his place of employment, and before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. The employee will be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½). Should the employee be required to spend more than 2 hours on duty, or between the hours of 11:00 PM and 6:00 AM, then they will be guaranteed a minimum of four (4) hours pay at time and one-half (1 ½). 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. Responsibility to assign overtime rests with the Head Custodian, and approval of the Building Principal and Business Manager. 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. The Employer shall keep records of all time worked. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the shop steward with the supervisor of the division involved. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

##### **4-4.1: Building Check**

When required a minimum of one and one-half hours at time and one-half on each occasion, shall be paid for building checks on weekends. Such checks must be made between the hours of 6:30 am to 9:00 AM. The custodian is required to punch in and spend a minimum of thirty minutes in the building and must be documented by punching in and out on each occasion.

#### 4-5 **Non-School Rentals**

- i. Payment for assigned custodial services in connection school facilities rentals by profit-making organizations will be at the rate of double time with a minimum of four hours guaranteed.
- ii. School facilities rentals by non-profit organizations assigned custodians will be paid at a rate of time and one half with a minimum of four hours guaranteed.



Services required for school sponsored extracurricular activities from Monday through Friday will be paid for at the end of the shift at the rate of time and one-half with a minimum of two (2) hours. On Saturdays and Sundays, school sponsored extracurricular activities will be paid for at the rate of time and one-half with a minimum of (4) hours work guaranteed. Payment earned by the custodians under this article shall be made within two pay periods after the wage is earned.

**4-6 Snow removal**

A guarantee of four (4) hours snow removal time, at time and one-half, shall be paid on Saturdays, Sundays and holidays. The work schedule shall be at the discretion of the Business Manager.

**4-7 Job Posting and Bidding**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, shift and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period the employer will award the position to the most senior applicant qualified. The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he shall be returned to his old position and rate. It is mutually agreed between the parties that if no applicant is qualified, the employer may fill the position from outside the bargaining unit.

Candidates to fill vacant positions must be qualified, and have the ability to perform the duties of the position. Where qualifications and ability are relatively equal, then seniority will be the determining factor for filling said position. When making its determination of employees to fill vacant positions, the employer agrees not to act arbitrarily or capriciously.

**4-8 Holidays**

The following days or whenever they are celebrated shall be considered to be paid holidays:

Day before New Years	Labor Day
January 1 <sup>st</sup>	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving
Good Friday	Day after Thanksgiving
Patriot's day	Day before Christmas
Memorial Day	Christmas
July 4 <sup>th</sup>	

- i. Holiday pay shall be at straight time for the number of scheduled hours regularly worked by the employee.

- ii. Employees required to work on a celebrated holiday will receive pay equal to one and one-half times their regular rate.
- iii. Should a paid holiday fall on a non-working day and is not celebrated by the district on another day; the employee will receive a "Floating Holiday" to be taken during the current fiscal year. The Head Custodian must approve all requests for floating holidays

To receive holiday pay, a custodian must work the day before the holiday and the day after. This language does not apply for vacations and/or bereavement or personal days that have been approved by the Business Manager.

#### 4-9 **Vacations**

The vacation year shall be the period between July 1 and June 30<sup>th</sup>. Each member shall be credited as of July 1 with vacation leave as follows except for new employees who will have their vacation days prorated based on their start date their first year. After the first year all vacation leave will be credited as of July 1st.

- For one (1) to two (2) years of service beginning after July 1: two (2) weeks vacations
- After two (2) years to nine (9) years of service; three (3) weeks vacation
- For ten (10) years through sixteen (16) years of service: four (4) weeks vacation
- For seventeen (17) years of service and after: five (5) weeks vacation

A minimum of one (1) week and a maximum of two (2) weeks vacation are to be taken between the last day of school and the first day of school. The third week or more shall be scheduled at the discretion of the Assistant Superintendent for Business and the employee shall be required to request it one (1) month in advance for a one-week period of vacation and five (5) days in advance for a one-day vacation request. In order to qualify for vacation benefits, each employee must work a total of thirty (30) weeks in the aggregate during the twelve (12) months preceding July 1 of the current year.

- No vacations shall be taken one week before school is convened for the summer, and one week before school is scheduled to open for the school year
- Vacation days must be used during the year that they accumulate
- School Custodian who have completed 10 years of service with the Webster Public Schools will be allowed to roll over 5 vacation days to the following school year due to extraordinary circumstances that are job related and they were unable to use their vacation time. This rollover must be approved in writing by the Building Principal and the Business Manager.
- All vacation requests must be approved by the head custodian, school principal and Business Manager. Vacation request beyond two consecutive weeks must be submitted in writing and approved by the head custodian, School Principal and Business Manager.

## **ARTICLE V – Absences**

### **5-1 Sick Leave / Retirement**

Each employee shall be credited with sick leave with pay at the rate of one and one-half (1 ½) days for each month of service. Sick leave credit will begin the first working day of the month in which the employee is employed. Sick leave shall be accumulated to a total of one hundred and twenty (120) days. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family. In addition to personal illness or injury, sick leave may be utilized for a maximum of three (3) days per year for illness in the immediate family. For purpose of this section immediate family shall mean; husband/wife, children, mother/father. In order to be eligible for sick leave, an employee must make every effort to report his or her intended absence at least one hour before the regularly scheduled starting time. After three continuous days absent the employee may be required to present a doctor's note to return to work. Unused sick leave of over 120 days shall not be converted to vacation or personal days. Employees who have been in the district for more than 10 years who have accumulated over 120 days will be "bought back" at an 80 % conversation rate, to be paid at the end of the fiscal year.

Upon retirement each employee shall receive payment for 80% of unused sick leave at his or her base pay subject to the following condition:

- Upon the death of an employee entitled to payment of unused sick leave, the allowance shall be paid to the beneficiary or beneficiaries to whom unpaid salary is payable.
- Custodians shall upon retirement or death be paid 80% of all unused sick days up to a maximum of 120 days upon completing twelve (12) years of service. Custodians who intend to receive reimbursement according to this provision shall notify the Superintendent in writing prior to December 1<sup>st</sup> of the school year of retirement or resignation.

### **5-2 Illness**

Upon returning to work after an illness, the Employee may be required to take a physical examination by the Webster School Department's own physician. The employer will pay for the physical.

### **5-3 Sick Leave Bank**

#### **Enrollment:**

Open enrollment will be held during the month of September annually. The Superintendent's office will send out enrollment information. If not already a member of any Webster School Department sick bank, initial contribution for new members is as follows:

In 0-5 years of employment	2 days
In 6-10 years of employment	3 days
In 11-15 years of employment	4 days
In 16-20 year of employment	5 days

No new members who have completed 20 years of service may enroll in the sick bank **after the 2013-2014 school year. This is a one time enrollment window that will require a 6 day contribution.**

**Annual Contribution:**

The bank will have a maximum of 500 days and a minimum of 250 days.

All members will contribute one day annually until the bank reaches 500 days. Should the bank fall below 250 all members will be assessed an additional day at that time.

Once the bank reaches 500 days, only new members contribute the required number of days for enrollment.

**How many days do you qualify for?**

In 0-5 years of employment	30 days per year
In 6-10 years of employment	60 days per year
In 11-15 years of employment	90 days per year
In 16-20+ year of employment	120 days per year

Days expire June 30 and members may reapply for a new allotment in each new fiscal year ( July 1-June 30)

In the event that a member of the Association has exhausted his/her sick leave (accumulated and sick bank) due to critical or long-term illness or accident, the Association may appeal to the Superintendent to solicit from its members an appropriate number of sick days needed to cover the absent employee for the remainder of the school year. Employee contribution will be voluntary. The Superintendent will render a decision on activating this provision on a case by case basis. The decision is not subject to the grievance procedure.

**Opting out:**

Any employee who wishes to withdraw from the sick bank must do so in writing to the Superintendent by September 15<sup>th</sup>.

**Qualifications for use:**

The committee will consider the following:

Is the member suffering from a serious long term illness, accident, life threatening disease.

Is the member under the regular care of a physician

Previous use of the sick bank

Attendance

Use of all accumulated leave

Timely submission by the patient or designee of medical documentation, preferably with a diagnosis and estimated return to work.

**Elective and/or cosmetic surgery does not qualify for sick bank usage.**

**Sick Bank Committee:**

The Committee will be made up of 5 members: one (1) selected by each unit and two (2) members of the School Committee or their Designees. A chairperson will be elected from

among the committee annually. Ideally the Committee will meet in person to award or deny days from the sick bank but the Chairperson may contact committee members electronically or by phone for their vote.

**Return to work:**

Members who were awarded days from the Sick Bank will receive 5 additional sick days deducted from the sick bank) on their return to work. **These days will expire at the end of the school year and cannot be carried over.**

**5-4 Funeral Leave**

In the event of death in the immediate family a custodian will be granted leave with pay, not to exceed three (3) working days, (which need not be consecutive) to attend the funeral or commemorative service or to attend to other needs surrounding the death and services. Immediate family shall mean mother, father, brothers, sisters, mother-in-law, father-in-law, sons, daughters, spouse, grandparents, grandchildren and persons living in the same household. In the event of death to a non-immediate family relative (ie: aunt, uncle, brother-in-law, sister-in-law), a one day paid leave of absence will be granted for the day of the funeral.

**5-5 Personal Leave**

With 48 hours of notification, except for emergencies, each employee shall be granted time off for which he will be paid at his normal rate to conduct personal business. Such personal leave shall not exceed three (3) days in any calendar year. Personal days may not be taken the day before or the day after a school holiday or vacation, except in an emergency and approved in writing by the School Principal and Business Manager.

**5-6 Jury Duty**

The employer agrees to pay regular compensation to an employee for the first three days of jury duty as required by Chapter 234A, section 48, and the difference between an employee's wage and compensation received for jury duty thereafter as required by Chapter 234A, section 51.

**5-7 Military Leave**

A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces. United States military service incurred by an employee after the onset of employment shall be credited as time served within the bargaining unit, provided that he applies for reinstatement with the employer within ninety (90) days of discharge or release to inactive duty. An employee, in full-time employment in the military reserve shall be granted time off from the employ of the Town of Webster in accordance with the law, for a period not exceeding seventeen (17) calendar days. The eligible employees shall be entitled to the same leaves of absence with pay as other employees.

## **ARTICLE VI – Miscellaneous**

### **6-1.1 Uniforms and Protective Clothing**

If an employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employer. The employer agrees to provide all material, equipment, tools and license fees required to perform the duties assigned to the employees covered by this Agreement.

### **6-1.2 Dress Code**

Maintaining a professional appearance is important to the success of the school district. The image our district projects must demonstrate that it is professional, productive, thorough and reliable. Appearance is a major element of this image.

Custodians should remember that they represent the school district and set an example for our students. It is the policy of the Webster Public Schools that custodians dress and grooming must be neat and appropriate in appearance, consistent with the atmosphere of an educational institution. The following guidelines outline appropriate attire for our schools:

- Shirts
  - Should be neat and clean
  - Should not be torn or visibly worn
  - Recommended but not mandatory to be tucked in at all times.
  - Short sleeve or full sleeve is required (no tank tops, muscle shirts, etc)
- Pants
  - Long pants are required on schools days. Cargo shorts may be worn when the forecast is for 75 degrees or higher.
  - Should be neat and clean when reporting for work
  - Should be not torn or visibly worn: “bagging” or “saggin” are prohibited
  - Should be worn at the
- Shoes
  - Should be neat and appropriate to the duties performed:
  - Prohibited footwear includes:
    - Toeless shoes
    - Thongs
    - Deck Shoes
    - Sandals
    - Bare or stocking feet
- Headware
  - Should not be worn in buildings
    - Exception: Safety Hats
- Grooming
  - Hair should be clean and neatly trimmed.

- Mustaches and beards should be neatly trimmed.

It is important that custodians use good judgment when dressing for work. Any custodian who reports to work improperly may be sent home without pay to change clothing, at the discretion of the supervisor (head custodian, building principal or Business Manager). Violations of this policy may result in disciplinary action. Supervisors have the right in all situations to decide whether a custodian is in violation of this policy. Employees may file a grievance for any disciplinary action imposed through the regular grievance procedure.

### **6.1-3 Clothing Allowance**

The employer will issue to each staff custodian during the month of July of each year of the contract: 5 work t-shirts. In addition, the employer will reimburse each staff custodian starting July 1 of each year of the contract the following:

\$200 Clothing allowance

Both of these allowances must be in compliance with the professional appearance policy for custodians. Receipts must be submitted to the Business Office for reimbursement by the end of the fiscal year.

### **6-2 Health and Welfare**

The Webster School Committee agrees to abide by the Town's policy concerning health benefits. It is agreed that should any changes occur in the statutes affecting health and welfare plans, this Agreement will be discussed for future negotiating on this subject. Upon expiration of any group medical contracts presently in effect and all future contracts between insurance carriers and the employer dealing with group medical coverage, the Union will be notified and be part of any negotiations dealing with coverage that affects its members.

### **6-3 Safety Committee**

A Safety Committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up a safety code which both parties, after review by the Webster School Committee, agree to endorse. No employee shall be required to perform work which he or she believes to be a hazard to his or her health or safety or that of any other employee, or for which he or she is inadequately trained. An employee's refusal to perform hazardous work shall not warrant or justify any present or future disciplinary action. No employee shall suffer a loss of pay or privileges as a result of an action taken under this clause. In cases where the employer disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled through the "Special Procedure for Settling Health and Safety Disputes".





- Such a dispute to be discussed with the safety committee for purposes of resolving such hazardous conditions
- The issue not be resolved under the above item, the employee may pursue the issue under the grievance and arbitration procedure

**6-4 Classification Plan and Pay Rates**

In this Agreement and made part of it as Appendix A and Appendix B shall be established a Classification and Pay Plan. It shall list all positions covered by this Agreement by title along with the wages for each position. In the case of illness, accident or leave of absence, and not for vacations, employees who work out of classification and cover for a supervisory employee shall be paid the difference in rate after the tenth scheduled work day of coverage. Should a Head Custodian be absent, the employer shall compensate the employee who assumes the duties at the higher rate.

**6-5 Crossing Guards**

Members of the bargaining unit will be required, in emergency situations only, to perform duties normally performed by Crossing Guards.

**6-6 Shift Schedules**

The following are time schedules regarding the beginning and ending shifts. These time schedules will affect all schools. Exceptions will be made on holidays and vacations.

Shift Schedules: First Shift: 6:00 AM –to 2:30 PM  
 Second Shift: 2:00 PM to 10:30 PM

**6-7 Summer Schedules**

To properly maintain and clean the schools in their entirety, regular schedules will be adjusted for summer maintenance work. Appropriately, all custodians would work the first shift during the months in the summer when regular classes are not scheduled.

**6-8 Disciplinary action or measure shall include only the following**

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**6-9 Discharge**

The employer shall not discharge any employee without just cause. While the employer adheres to the principle of progressive discipline, it reserves the right to terminate an

employee for just cause based upon the seriousness of the offense. The employee and the steward will be notified in writing of any suspension or discharge. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

**6-10 Workmen's Compensation**

Any employee, when disabled by an accident or injury arising out of his or her employment, is entitled to file for benefits under Workmen's Compensation. Any injury must be immediately reported to the supervisor and when possible, the school nurse. The report of injury shall be completed and forwarded to the Business Office.

**6-11 Combining Workmen's Compensation with Sick Leave or Vacation**

Where the injured employee's compensation is less than his average weekly wage and the employee has unused vacation and or sick leave to his credit, the employee may request that he be paid such of his vacation and or sick leave allowance as, when added to the amount of disability compensation, will result in the payment to him of his regular weekly salary or wages. The allowance over and above the injury compensation will be proportionately charged to vacation and or sick leave on the school payroll.

**6-12 Liability Insurance**

Employees to be covered by the provisions of Chapter 612, Acts of 1978, up to a maximum one million dollars along with all other provisions of protection.

**6-13 Labor-Management Meetings**

The union shall designate a standing committee of three employees whose rates and conditions of employment are covered by this Agreement, which committee shall meet with the School Superintendent from time to time at the request of either party. Such meetings shall be held at the convenience of both parties, if possible, within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the grievance procedure hereinbefore described.

**6-14 Bulletin Board**

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

**6-15 No Discrimination**

The parties to this agreement agree that the Webster Public School District does not discriminate on the basis or race, color, creed, national origin, ancestry, age, sex, religion, physical or mental disability except in accordance with State Law and that such person shall receive the full protection of this Agreement.

**6-16 Access to Premises**

Upon proper notice, the Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and or #93 and or Local 1709 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

**6-17 Work Performed by members of the Bargaining Unit**

No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit.

**6-18 Effective Date of Contract**

The signing of this Agreement by the authorized representative of the Union and the Employer shall constitute the effective date of this Agreement.

**6-19 Contract Termination**

This Agreement will remain in effect until June 30, 2021. At the end of that period, either party may terminate this Agreement provided such termination is transmitted through the Registered United States Mails to be responsible signatures of the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

**6-20 Contract Renewal**

Should neither party to this Agreement send a notice of termination as described in Section 2, this Agreement will be considered to have been automatically renewed for another calendar year.

**6-21 Contract Changes**

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties' signatures to the Agreement prior to one hundred and twenty (120) days before the termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the ARTICLE shall preclude the Union from modifying any previous proposals during the course of the negotiations.

**6-22 Clause Violations**

Should any provision of this Agreement be found to be in violation of and federal or state law, or by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect; and if proper notice is given by



either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

**6-23 Non-Union Substitutes**

The employer may hire non-union substitute workers if a custodian is out of work for a period of (3) three days, as a result of sickness, vacations, or in the event of a maintenance or cleaning emergency situation. When a custodian is out, the groundskeeper may perform custodial duties as needed. All substitutes, no matter what their status is, or what shift they work, will receive 75% of the first shift rate. Substitutes may be called in on an as-needed basis after the five day time period as stipulated.

**6-24 Evaluations**

Every Custodian and Head Custodian will be evaluated on an annual basis. The Building Principal, with input from the Head Custodian, will evaluate the job performance of each custodian assigned to their building. The evaluations will be done in June of each year of the contract and provided to the Business Manager. New employees will be evaluated after 90 days. The criteria established for the evaluation will be formulated by agreement with the Custodial Unit, and the School Business Administrator. (see Appendix D)

**ARTICLE VII – Health Insurance**

All Bargaining unit members regularly scheduled to work in excess of twenty (20) hours per week are eligible to receive such health benefits as the Town of Webster may provide for all full-time employees as follows:

The premium shall be shared at seventy five percent (75%) by the Town and twenty five percent (25%) by the employee.

Any employee who elects to obtain health insurance other than through the Town of Webster shall receive a stipend of five hundred dollars (\$500) each year of the contract. This provision also applies to employees who opt not to receive Town insurance because their spouse or other family member obtains health insurance through the Town of Webster. In the event that the stipend for non-participation in the town's health insurance plan is increased, by agreement with any other school district unions bargaining group, then an appropriate adjustment reflecting this change will be made to this custodial unit agreement.

**APPENDIX "A"**

First year custodians will be hired at 90% of the designated shift salary amount. After completion of the first year of employment, new custodians would then move to 100% of the designated salary amount. Building check is paid at the employee's regular hourly rate.

Dates:	07/01/2018	07/01/2019	07/01/2020
% Increase	2%	2%	2%
Custodians	23.79	24.27	24.76
Head Custodians	24.93	25.43	25.94

**Longevity**

In addition to an employee's base salary, employees shall be entitled to an annual longevity stipend in accordance with their consecutive years of service as a school custodian in the Webster Public Schools as follows:

<b>Years of Service:</b>	
After completion of 5 years	\$1200
After completion of 10 years	\$1500
After completion of 15 years	\$1800
After completion of 20 years	\$2000

- Said longevity stipend will be paid at the conclusion of each fiscal year.

**APPENDIX "D" - Attached Evaluation Form**

Contractual Agreement

Between

The Custodian Union, Unit 93


And

The Webster School Committee

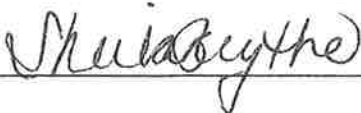
This Agreement is made and entered into by and between the  
The Custodian Union, Unit 93 and the Webster School Committee  
for the period of July 1, 2018 through June 30, 2021.

Agreed this 22 day of May, 2018

Webster School Committee

  
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Custodial Union, Council 93

  
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