

COLLECTIVE BARGAINING AGREEMENT

between

THE BOURNE SCHOOL COMMITTEE

and

AFSCME COUNCIL # 93, LOCAL 30,

**BOURNE SCHOOL MAINTENANCE
& CUSTODIAL EMPLOYEES**

JULY 1, 2022 - JUNE 30, 2025

AGREEMENT

This Agreement made and entered into by and between the Town of Bourne, Bourne School Department, hereinafter referred to as the "COMMITTEE" and AFSCME COUNCIL #93, LOCAL 30, hereinafter referred to as the "UNION".

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ARTICLE 1

RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment pursuant to Chapter 150E of the Massachusetts General Laws and any questions arising there under, the Committee recognizes the Union as the exclusive bargaining agent and representative of the following employees of the Committee:

All foreman and employees of the maintenance department, grounds department and custodial department who regularly work twenty (20) or more hours per week.

ARTICLE 2

COMMITTEE'S RIGHTS

Except as otherwise expressly relinquished or modified by provisions of this Agreement, the Committee retains all rights which it would have in the absence of such agreement. Without limiting the generality of the foregoing and by way of example and not of limitation, such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its employees at any time, to determine the qualifications for and to select its employees, to assign employees to jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the hourly, daily and weekly schedules of work, to determine the methods, processes and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct and to suspend or discharge its employees for just cause.

ARTICLE 3

GRIEVANCE PROCEDURE

Should any grievance arise between the Union or a member or members thereof and the Committee as to the meaning and application of any provisions of this Agreement, it shall be processed in the following manner and order.

In order to be processed, a grievance must be reduced to writing and shall include

1. A clear statement of the grievance
2. Reference to the specific provision or provisions of the Agreement allegedly violated
3. The specific remedy requested.

The grievance must be instituted in accordance with the procedures set forth herein within five (5) days following the date of the occurrence of the facts giving rise to the grievance or within

five (5) days from the date on which the employee first becomes aware or should have become aware of such facts.

STEP 1: A. Custodians

The grievance shall be presented in writing as set forth above to the principal of the building in which the employee works. Such grievance shall be presented by the grievant and, at his/her option, the appropriate Union Representative. The principal will render a decision in writing no later than five (5) days following the date of the presentation of the grievance in this step. In the event there is no resolution of the grievance, the grievant may process the grievance to Step 2 provided he/she appeals in writing to Step 2 within five (5) days of the decision in Step 1. Custodians who work in more than one building shall begin the grievance procedure at Step 2.

B. Maintenance Personnel

Maintenance personnel shall begin the grievance procedure at Step 2

STEP 2:

At this level the grievance shall be presented, in writing as set forth above, to the Director of Business Services. The grievance shall be discussed by the Director of Business Services and the grievant and the appropriate Union Representative, if any, at a conference which shall be scheduled no later than ten (10) days following the receipt by the Director of Business Services of the grievance in this level. The Director of Business Services will render a decision in writing no later than ten (10) days following the date of the conference. In the event there is no resolution of the grievance, the grievant may process the grievance to Step 3, provided he/she appeals in writing to Step 3 within five (5) days of the receipt of the decision in Step 2.

STEP 3:

At this level the grievance shall be presented to the Superintendent of Schools, in writing, as set forth above, by the grievant. The grievance shall be discussed by the Superintendent and the grievant and the appropriate Union Representative, if any, at a conference which shall be scheduled no later than ten (10) days following the receipt by the Superintendent of the grievance in Step 3. The Superintendent will render a decision in writing no later than ten (10) days following the date of the conference. In the event that there is no resolution of the grievance, the grievant may process the grievance to Step 4, provided he/she appeals in writing to Step 4 within five (5) days of the receipt of the decision in Step 3.

STEP 4:

At this level the grievance shall be presented in writing by the grievant to the Committee. The grievance shall be discussed by the Committee and the grievant and the appropriate Union Representative, if any, no later than twenty-five (25) days following receipt by the Committee of the grievance in Step 4. The Committee will render a decision within ten (10) days following the conference.

If the grievance remains unresolved after being processed through the foregoing procedure, the Union may, within thirty (30) days after the decision in Step 4 move the grievance to Arbitration. The Labor Relations Connection will be requested to submit a list of five (5) names of arbitrators to the parties. The parties shall attempt to agree on one of the names on the panel and failing this, they shall alternately strike names until one remains, who shall be the arbitrator. The rules of the Labor Relations Connection shall not apply to the conduct of the arbitration hearing. The arbitrator shall have jurisdiction solely over the joint written submitted issue presented to him/her and shall be final and binding upon the parties insofar as permitted by law.

Issues involving unit placement and the management's discretion reserved in the Committee's Rights Clause, herein, shall not be subject to the grievance and arbitration procedure. The term "days" as used in the steps of the grievance procedure shall mean calendar days and shall include Saturdays, Sundays or holidays.

The time limits set forth herein may be enlarged by mutual agreement of the parties. Failure on the part of either party to comply with the provisions of this Article, or to advance or respond to a grievance within the time limits set forth herein, shall constitute an abandonment of the grievance by the Union or a favorable decision by the Committee.

ARTICLE 4 **NO STRIKE**

No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that should any employee or group of employees engage in any such activity, the Union shall disown such activity and will use all reasonable means to induce such employee or group of employees to terminate such activity and return to work.

If any employee engages in any activity prohibited by this Article, such employee shall be discharged. Such discharge shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 5 **WAIVER OF NEGOTIATIONS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Committee and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 6 HOURS OF WORK

Employees covered by this Agreement shall have a basic work week of 40 hours.

The forty (40) hour work week will basically be worked Monday through Friday, subject to the following exceptions:

1. No more than one (1) employee will work forty (40) hours Tuesday through Saturday.

It is agreed that if the number of employees is to be increased or the days changed, the Parties will reopen this Agreement for the purpose of negotiating such change.

2. Whenever possible, custodial and maintenance employees shall be given seven (7) days written notice of a change in their work hours.

All employees' work schedules shall be granted a meal period of one-half hour's duration in the middle of their shift, and a 15 -minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever feasible. Employees who have volunteered to work an extended shift, shall receive a one-half hour meal break before they start work on such next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

During school vacation weeks or days during the school year when school is not in session, employees who work the second shift will be allowed to work the first shift as long as no events are scheduled in the building during the evening or other needs arise in the discretion of the Director of Business Services.

ARTICLE 7 VACATIONS

Employees covered by this Agreement shall be entitled to vacation as follows:

After one year	two weeks
After five years	three weeks
After ten years	four weeks
After eighteen years	five weeks
After thirty years	six weeks

In the event a holiday established by this Agreement should fall during an employee's vacation period, an additional day of vacation will be allowed.

All custodians will take two weeks of their earned vacation during the summer months after the closing of school in June at the end of the school year and before one (1) week of the reopening of the schools for the following school year. Request for vacation leave must be submitted to the Director of Business Services thirty (30) days prior to the requested vacation date. Custodial and

maintenance requests for vacation shall be answered in writing within five (5) working days of their receipt by the approving authority; Building Principals for custodians and the Director of Business Services for maintenance. No more than one member, of the custodial staff may be on vacation leave at any time of the year other than during the summer months when school is not in session. In the event that more than one custodian request vacation leave on the same calendar date during the school year, the request of the custodian with seniority of service alone shall be considered for such leave. It is further agreed that the Superintendent has the right to reassign custodians to school buildings other than their regular assignment and that such right includes the reassignment of custodial personnel to other school buildings than their regular assignment when a member of the custodial staff is on vacation leave other than during the summer months when schools are not in session.

ARTICLE 8 **LEAVES OF ABSENCE**

Employees covered by this Agreement may be granted a leave of absence of up to ten (10) days without pay for an over-riding compelling reason of an emergency nature.

The leave which may be granted shall be within the sole discretion of the Superintendent, and the exercise of his discretion shall not be otherwise subject to the grievance or arbitration provisions of this Agreement.

The Bourne Public Schools shall comply with the requirements of the Family Medical Leave Act and the Parental Leave Act

ARTICLE 9 **JURY DUTY**

Employees covered by this Agreement who are required to perform jury duty shall be paid the difference between their basic hourly wage and the allowance for such jury duty, provided, however, that if such employee is released from jury duty during his/her normal work schedule, he/she shall report to work for the remainder of his/her scheduled work day. In no event shall the combined time exceed the hours of his/her shift.

ARTICLE 10 **PENSION PLAN**

Employees covered by this Agreement shall be members of the Barnstable County Retirement Association. The Committee will see that each employee covered by this Agreement receives a current booklet published by the Barnstable county Retirement Association which explains the benefits, rules and regulation of the Association.

ARTICLE 11

INSURANCE

The Committee will continue, for the duration of this Agreement, to provide a group health, dental and life insurance plan on substantially the same basis as present. The Committee will not itself operate the plans, but the insurance company or companies selected by the Bourne Selectmen will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. The premium paid by the Committee shall be that percentage authorized by Town Meeting referendum vote from time to time. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration policies herein.

ARTICLE 12

INJURY ON THE JOB

If an employee covered by this Agreement sustains an industrial accident arising out of and during the course of his/her employment for which he/she receives workmen's compensation benefits pursuant to Chapter 152 of the Massachusetts General Laws, he/she may be paid at the employee's option the difference between the benefits received and the basic wage during the period of temporary total disability. The difference shall be deducted from accumulated sick leave and/or vacation time but in no event shall the combination of the workmen's compensation benefits and the payment made pursuant to this article exceed the employee's basic wage rate.

ARTICLE 13

HOLIDAYS

Employees covered by this Agreement shall be granted the following holidays under the terms and conditions hereinafter set forth:

Independence Day
The Friday before Labor Day will be one half day
Labor Day
Columbus Day
Veteran's Day
The day before Thanksgiving*
Thanksgiving Day
The day after Thanksgiving
The day before Christmas Day**
Christmas Day
The day before New Year's Day**
New Year's Day
Martin Luther King's Birthday
President's Day
Patriots Day

Good Friday (to be given to workers only if school is not in session)
Memorial Day
Juneteenth (June 19th)

* If school is not in session, otherwise Y2 day.

**Provided it is a regularly scheduled work day

Any other day(s) voted by the Town of Bourne and accepted by the Committee.

If one of the foregoing holidays falls within an employee's regularly scheduled work week, he/she shall be paid his/her regular base rate for such day. If an employee is required to work on a holiday that falls within his/her regularly scheduled work week, he/she shall be paid at the rate of two (2) times his/her base hourly rate, for the hours worked or receive compensatory time off which shall be arranged between the employee and the Superintendent or his/her designee so that there will be no interference with the operation of the school system.

In the event that any of the holidays listed above is celebrated on a Monday, an employee assigned to work, pursuant to Article 6 of the Agreement, Tuesday through Saturday, will be entitled to compensatory time off for such of those Holidays. Such compensatory time off shall be arranged between the affected employee and the superintendent or his/her designee so that there will be no interference with the operation of the school system.

If New Year's Day, Independence Day, Veteran's Day, or Christmas falls on a Saturday or Sunday, the preceding Friday or following Monday will be a paid holiday if so recognized by the Commonwealth of Massachusetts or the Federal Government as a holiday; in the absence of such action, employees covered by this agreement shall be entitled to one compensatory day off.

ARTICLE 14 **SICK LEAVE**

Employees covered by this agreement shall be granted sick leave at the rate of one and one-half days for each month. Employees hired prior to July 1, 1995 may accumulate sick leave from year to year without limitation. Employees hired after July 1, 1995 may accumulate a maximum of two hundred and fifteen (215) days.

Sick leave may be granted for bona fide reasons of personal illness or injury which incapacitates the employee from the performance of duty; provided, however, such leave shall not be granted if the absence is a result of misconduct. Sick leave may also be granted for illness in the immediate family which is of an emergency nature. For the purposes of this Article, immediate family shall be defined as wife, husband, son, or daughter.

A certification from the attending physician may be required by the Administration after the third consecutive day.

Where the employment of a member of the bargaining unit covered by this Agreement shall cease after the fiftieth birthday and after twenty (20) years of service in the Bourne School System bridged by an authorized leave of absence and not broken by termination; or where the

employment of a member of the bargaining unit covered by this Agreement shall cease as a result of his/her death and his/her estate shall be paid for unused sick leave on the following basis:

\$20 per day from day one up to a maximum payment of \$4,000

Sick Leave Incentive Program

An employee who at the time of completion of 1 year of continuous full time service (July 1 through June 30th) with Bourne Public Schools, shall be able to "sell back" sick days based on the chart below.

Days Taken	Days that can be sold back
0 sick days	5 days @ \$400 per day
1 sick day	4 days @ \$200 per day
2 sick days	3 days @ \$200 per day
3 sick days	2 days @ \$200 per day

ARTICLE 15 **FUNERAL LEAVE**

Employees covered by this Agreement may be entitled to up to five (5) days with pay including the day of the funeral in the event of the death of a member of such employee's immediate family (immediate shall include: wife, husband, son, daughter, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild).

The Superintendent, in the exercise of his/her sole discretion, may authorize such additional days as he/she deems necessary for travel made necessary under this Article but in no event greater than:

- One (1) day for more than 200 miles.
- Two (2) days for more than 400 miles.

Bereavement Leave

An additional bereavement day may be granted by the Superintendent of Schools on the occasion of the death of a person not mentioned in the above paragraph (aunt, uncle, niece, and nephew.)

Said bereavement days will be deducted from the accumulated sick leave but shall not be counted as a sick day for the purpose sick leave incentive program.

ARTICLE 16 **UNIFORMS**

Employees covered by this agreement shall, at all times during working hours, present a neat and clean appearance. To this end, the Committee agrees to furnish both winter and summer uniforms. Uniforms will be purchased upon request by the Committee in an amount up to \$400 per year per custodial/maintenance employee and upon the submission of receipts, employees may be reimbursed of up to one hundred twenty-five (\$125) dollars for footwear for custodians and up to one hundred sixty-five (\$165) for maintenance employees.

The dress code shall include, but not be limited to:

During all times when school is in session:

1. Long sleeve or short sleeve collared dress type shirt - blue cotton or similar material.
2. Work slacks — blue cotton or similar material
3. Black work shoes

When school is not in session shorts will be allowed — blue cotton or similar material.

The Director of Business services shall obtain the services of a uniform supply house (i.e. — Wear Guard) where all custodial / maintenance employees can purchase their clothing.

The Superintendent of Schools shall have final authority over the selected items on the uniform dress code list.

ARTICLE 17 **DUES DEDUCTION**

The Employer will comply with M.G.L. c. 66, Chapter 150E.

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee. When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within five business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted. This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Employee Rosters

Upon signing of this agreement the Employer shall supply to the Union a list of all employees covered by this agreement.

The Employer shall notify the Union in writing within 30 calendar days of the effective date of the following staff changes: changes in bargaining units; changes in percentage of full-time equivalency of bargaining unit employees; new hires into bargaining unit positions; and/or resignations from bargaining unit positions

ARTICLE 18
ACCESS TO THE PREMISES

Authorized agents of the Union shall have access to schools during working hours, including the right to investigate working conditions, collect dues, and handle grievances, provided, however, that such agent shall report to the central office and shall not interfere with the working operations of the custodial force of said school.

ARTICLE 19
OVERTIME

The Committee will endeavor to insure that all overtime is distributed in a fair and equitable manner.

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his/her basic hourly rate for work in excess of eight (8) hours in one day and forty (40) hours in one week. Employees who do not work the regular shift the day prior may not be eligible for placement in the overtime rotation except as otherwise provided in Article 6 of this Agreement.

If an employee covered by this Agreement leaves hi/hers place of employment and is called back to work, he/she shall be paid at the rate of two (2) times his/her base hourly wage for a minimum of one (1) hour, and time and one half (1 1/2) for all time beyond one hour.

All employees covered by this Agreement shall be paid overtime at the rate of twice his/her hourly rate for work on Sundays or for work performed between the hours of 12:00 midnight and 7:00 a.m. This provision shall not apply to any employee whose regular work shift or any part thereof falls between the hours of midnight and 7:00 a.m.

Employees covered by this Agreement may, with the permission of their building principal or the Director of Business Services, elect to receive compensatory time in lieu of overtime pay. Compensatory time is to be limited to a maximum of sixty (60) hours per fiscal year.

Compensatory time earned must be used during the fiscal year in which it is earned. At the end of each fiscal year, unused compensatory time will be converted to overtime and paid at the hourly rate in effect at that time.

Employees who wish to use compensatory time must receive permission to do so, in advance, from their building principal or the Director of Business Services.

ARTICLE 20
STEWARDS

Duly authorized stewards, whose names have been submitted to the Superintendent of Schools, shall have the following responsibilities and limitations:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers; provided, such messages and information
 - a. Have been reduced in writing, and
 - b. Are of routine nature

The steward has no authority to take strike action or any other action interrupting the employer's business.

Stewards will be granted an approved absence for attending hearings relating to union matters. The steward will not have to utilize personal or vacation time for attending hearings relating to union matters.

Orientation: When the Employer hires new employees who are members of the bargaining unit one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee.

ARTICLE 21 **SENIORITY**

Seniority of employees covered by this Agreement shall be determined by date the employee becomes a full-time permanent employee and specific to the salary scale they are receiving (custodial or maintenance).

All employees shall be hired on a one (1) year probationary period. During said one (1) year period, such employee shall be covered by the terms and provisions of this Agreement except that such employee may be discharged or otherwise disciplined and such discharge or discipline shall not be the subject of a grievance or an arbitration under the provisions of this Agreement nor any other similar procedure; provided, however, that said discharge or discipline shall not be for lawful union activity.

In the event of a layoff, employees shall be laid off relative to the designated salary scale of their position, and shall be recalled in order of their seniority status relative to the designated salary scale of their position.

Employees who are laid off shall retain their seniority for a period of twelve (12) months from the time of the layoff.

Seniority rights accrued to an employee under this Article shall be lost in the event of a break in his continuous service with the employer caused by any one of the following:

1. Voluntary quit.
2. Discharge for cause.

3. Absence from work in three (3) consecutive working days without notice to the employer.
4. Layoff for lack of work for more than twelve (12) months.
5. Failure to return to work after the expiration date of any leave of absence.
6. Failure to return to work within three (3) days after receipt of a registered or certified letter mailed to the employee at his last known address requesting employee's return to work. Employees must notify the employer of intent to work upon receipt of said notice of recall.
7. Qualification for payments under the provisions of MA Workmen's Compensation Law pertaining to permanent or total disability, effect at the time the Industrial Accident Board determines their eligibility for such payments.

A seniority list showing the status of each employee must be posted at each school of the employer in a place that is accessible to the employees. The Union may request from time to time a copy of such list. One seniority list will cover both A and B units in case of a general layoff or the elimination of any positions.

Promotions to positions in the bargaining unit and new positions created will be posted in all schools and maintenance for a period of one (1) week. Applicants may apply for the position with the Director of Business Services within the allotted time period.

If the Director of Business Services determines an applicant within the bargaining unit is qualified for the position, he/she will notify the Superintendent which applicant he/she is recommending for promotion. He/she will recommend the senior most qualified applicant.

In determining whether or not applicants within the bargaining unit or outside the bargaining unit are qualified, the Director of Business Services will consider the following: Attendance, prior disciplinary actions within the previous two years, written performance evaluation of supervisors, known medical conditions which might interfere with the essential functions of the position sought, prior experience, experience in the position sought, other qualifications and training, trade licenses and availability for extended work day or work week resulting from overtime.

If, in his/her judgment, two or more applicants are equally qualified, he/she will recommend the senior of them. His/her recommendation is subject to Superintendent's approval at its next regularly scheduled meeting. The Superintendent's appointment will be based on the same standards.

If the Director of Business Services or the Superintendent determines that no applicant within the bargaining unit is qualified for the promotion or new position, he/she will notify the applicants of the decision and the position will be publicly advertised. Decisions are subject to the Grievance and arbitration procedures of the contract.

Requests for transfers must be submitted in writing before the close of the posting period. When considering transfer requests, the Director of Business Services will use the same criteria described above for promotions. Transfer requests will be granted only when, in the judgment of

the Director of Business Services, it is in the best interest of the Bourne Public Schools and the decision shall not be subject to the grievance procedure.

ARTICLE 22 **SALARIES**

All salary increments made pursuant to the salary schedule set forth shall be adjusted on July 1st. Employees who begin their employment between July 1 and December 31 will advance to the next step on July 1; and those hired between January 1 and June 30 will advance to the next step on July 1 of the following calendar year. Those employees currently employed, regardless of their anniversary date, will advance to the next step on July 1, 2018.

Salary Schedule as shown in Appendix A.

Shift Differential: (in addition to weekly pay; paid during school vacations, but not during the summer)

Begin after 10:30 a.m. 3.5% of gross pay

Head custodians will receive, in addition to their weekly pay, \$45.00 per week. This position will be posted annually.

Head of buildings shall receive, in addition to their weekly pay, \$100 per week.

Groundskeeper shall receive, in addition to their weekly pay, \$45 per week.

New maintenance employees holding a current trade license applicable to their position (e.g. electrician, plumber, HVAC, etc.) will start at Step 7 of the salary schedule, as determined by the hiring entity.

The maintenance employee shall receive, in addition to their weekly pay, \$100 per week as a Head of Building stipend and a \$200 per week stipend to maintain his/her trade license, if applicable to the position, as determined by the Superintendent.

In the instance where there is a need for a split custodial and maintenance position, the employee will be paid an annual salary proportional to the salary scale.

For a period of time (years) equal to the number of steps on the salary schedule less one, it shall be the responsibility of the employee to maintain a current license and any costs associated with renewals and/or training shall be borne by the employee.

If, at any time during the period mentioned above, the license is not current or valid, the employee's position on the salary schedule will be changed to reflect their being hired at Step 1.

Substitutes - Substitute custodians can be temporarily hired for permanent employee absences in excess of 3 consecutive days. A situational review is given after 6 months.

The employee responsible for cleaning Administration building will receive an additional fifteen dollars (\$15.00) per week.

Buildings /Grounds Supervisor will receive a stipend in addition to the hourly rate of pay in the amount of fifty (\$50.00) dollars per week.

ARTICLE 23 **PERSONAL DAYS**

Two (2) personal days per school year, non-cumulative, may be granted by the Superintendent for the purpose of transacting or attending to imperative legal business, household, or family matters impossible to transact during non-work hours. The administration agrees to respect the confidentiality of any said request.

Written notice of intention to take such leave will be filed with the Superintendent not less than five (5) working days in advance in order to assure adequate coverage. Where five (5) working days advance notice is either a hardship or impossibility, or where a personal day is required under emergency conditions, notice to the Superintendent will be given as soon as possible. Requests for personal days shall be answered within five (5) working days of receipt by the approving authority, Director of Business Services.

Request for personal leave may not be authorized under the following categories:

1. On the scheduled work day before or after a holiday, vacation period, or other leave of absence.

ARTICLE 24 **LONGEVITY**

An employee of the Bourne Schools covered by this Agreement shall be paid, in addition to his/her salary, an annual longevity increment according to the schedule below:

Upon completion of 10 years of service	\$455 \$38 S.E.T
Upon completion of 15 years of service	\$505
Upon completion of 20 years of service	\$605
Upon completion of 25 years of service	\$705
Upon completion of 30 years of service	\$905

The annual longevity increment will be paid in December of each school year and will be based on years of completed service as of November 30th of the school year in which payment is to be made.

At age 55 with 20 years of service, employees will receive an additional \$500 longevity payment.

ARTICLE 25
EVALUATION


All employees covered by this Agreement shall be evaluated annually, according to the attached document noted as "Appendix B". The Committee and the Union will jointly work to prepare a revised evaluation acceptable to both parties.

ARTICLE 26
DURATION

This Agreement shall take effect at 12:01 a.m., July 1, 2022 and remain in effect until June 30, 2025, and shall automatically renew itself from year to year unless and until either party gives notice to the other prior to three (3) months before June 30, 2025 of its desire to terminate or amend, change or alter the provisions hereof

Date: _____

BOURNE SCHOOL COMMITTEE

 _____

A.F.S.C.M.E. COUNCIL #93 LOCAL 30

 _____
STAFF REP.

APPENDIX "A"

CUSTODIANS

		2%	2.50%	2.50%
Step	2021-2022	2022-2023	2023-2024	2024-2025
1	\$44,086	44,968	46,092	47,244
2	\$45,964	46,883	48,055	49,256
3	\$48,249	49,214	50,444	51,705
4	\$50,454	51,463	52,750	54,069
5	\$52,657	53,710	55,053	56,429
6	\$55,107	56,209	57,614	59,054
7	\$57,394	58,542	60,006	61,506

Maintenance

Step				
1	\$45,964	46,883	48,055	49,256
2	\$48,330	49,297	50,529	51,792
3	\$50,454	51,463	52,750	54,069
4	\$52,657	53,710	55,053	56,429
5	\$55,107	56,209	57,614	59,054
6	\$57,638	58,791	60,261	61,768
7	\$60,330	61,537	63,075	64,652
Maintenance/Grounds Supervisor	\$74,374	75,861	77,758	79,702

APPENDIX "B"
 BOURNE PUBLIC SCHOOLS
 CUSTODIAN/MAINTENANCE EMPLOYEES
 PERFORMANCE RATING REPORT
 EVALUATION PERIOD _____

Employee's Name _____
 Position _____

Evaluator's Name _____
 Position _____

		Unsatisfactory	Improvement Needed	Good	Very good	Outstanding
1	Quality of work: accuracy, completeness, thoroughness, neatness of work					
2	Knowledge: knowledge of methods, materials, objectives and other fundamental information skills related to job tasks					
3	Adaptability: ability to learn, perform under changes and in emergencies, grasp details, comprehend differences between important and trivial tasks					
4	Work habits: organization of work, care of equipment, safety					
5	Relationships with people: ability to get along with the public and other employees					
6	Dependability: degree to which employee can be Relied upon to do the job without close supervision, Punctuality, attendance on the job					
7	Attitude: interest in work, willingness to meet Job requirements and accept suggestions, loyalty To the School District, ethical conduct					
8,	Judgment: soundness of decision, common sense					
9	Completion of agreed upon tasks					
10	Assigning work, making decisions, training, Instructing, and assisting employees, leadership					
11	Overall rating					

COMMENTS: unsatisfactory and outstanding ratings need to be explained here: