

AGREEMENT

BETWEEN

THE

GREATER LOWELL TECHNICAL HIGH SCHOOL

SCHOOL COMMITTEE

AND

SEIU LOCAL 888, CHAPTER 159

CUSTODIAL PERSONNEL

JULY 1, 2024 - JUNE 30, 2027

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ARTICLE I
RECOGNITION

Pursuant to the certification by Massachusetts Labor Relations Commission, Case No. MCR-2149, the Committee hereby recognizes SEIU Local 888, Chapter 159 the exclusive representative bargaining agent for the purpose of collective bargaining with respect to wages, hours of employment, standards of productivity, and other conditions of employment for all school custodians.

Definition of types of custodial employees referred to in this Agreement:

- A) **Full-Time Custodian:** A custodial employee who is appointed by the Superintendent-Director and who works a regularly scheduled work week. Said employee is entitled to all the benefits of this Agreement.

- B) **Temporary Custodian:** A custodial employee who replaces full-time custodial employees on a temporary basis. Said employee is not entitled to any of the benefits of this Agreement.

- C) **Regular Custodian:** A custodial employee who is hired to fill a vacancy caused by the termination of a full-time custodian. Said employee, after ninety (90) days of continuous employment, is entitled to the benefits of this agreement except those contained in Articles XIX, XX, XXI, XXII, XXIII, XXIV, XXV and XXVI inclusive.

- D) **Lead Custodian:** A custodial employee who is appointed by the Superintendent-Director and who works a regularly scheduled work week. He/She shall have the authority to assign and/or adjust work loads of bargaining unit members under his/her supervision. Said employee is entitled to all the benefits of this Agreement.

Effective January 1, 2003, positions of part-time custodians will be added to the Contract. Said part-time custodian positions may be either 10 month or 12 month positions.

Part-time custodians will work no less than 15 hours and no more than 20 hours per week and will be paid salary on a prorated basis in accordance with the Contract.

Employees working less than 20 hours will earn ½ a benefit day per month.

Duration:

Contract shall be effective as of July 1, 2024, and continues in effect until midnight on June 30, 2027.

ARTICLE II

UNION DUES CHECKOFF

- A. For the duration of this agreement or for such time as SEIU Local 888 Chapter 159 shall be certified as the exclusive bargaining agent for the employees covered by the agreement, whichever occurs first, the Committee agrees to deduct from the pay of Union members when so authorized voluntarily and in writing by said Union members, union dues as designated in said written authorization.

Said Union dues deduction as authorized shall be deducted from Employee's earnings every month and shall be remitted to the Treasurer of Union SEIU Local 888 Chapter 159 by the tenth day of the month following said deduction providing said Union treasurer has posted bond as required by law.

Said authorization of Union dues deduction from earnings may be cancelled by an employee upon written notice to the treasurer of Union SEIU Local 888 Chapter 159, to the Treasurer, and to the Committee. The cancellation of dues authorization shall be effective at the end of the third wage or salary period following receipt of the written cancellation notice.

ARTICLE III

POSTING UNION NOTICES

Bulletin board space shall be provided by the Committee in the School for posting of notices by Union SEIU Local 888 Chapter 159.

ARTICLE IV

STEWARDS

The Committee recognizes the right of Union SEIU Local 888 Chapter 159 to designate two stewards from the list of its full-time employees. Said stewards shall serve as a channel of communication between the Committee and Union SEIU Local 888 Chapter 159. Union SEIU Local 888 Chapter 159 will, in writing, furnish the Superintendent-Director with the name of its designated stewards and other representatives immediately following such designation and shall forthwith, in writing, notify the Superintendent-Director in the event of any change in the persons so designated. The Committee will recognize alternate stewards in case of absence of regular stewards.

ARTICLE V

ACCESS TO PREMISES AND UNION ACTIVITIES

The Committee agrees within seven days written notice of request for Union SEIU Local 888 Chapter 159, to provide said Union access to all applicable employees' payroll records. Further, the Committee agrees to recognize any authorized Union SEIU Local 888 Chapter 159 official or the steward for Union SEIU Local 888 Chapter 159 in accordance with Article IV, and to permit the same to visit the Committee's Administration Office to investigate working conditions or grievances during working hours, for the purpose of adjusting disputes between the Committee and Union SEIU Local 888 Chapter 159, provided that those investigating first receive the permission of the Superintendent-Director or his designee as to visitations to the Committee's Administration Office.

ARTICLE VI

STATE LAWS

The Committee and Union SEIU Local 888 Chapter 159 recognize and adhere to all applicable State Labor Laws, and to applicable Rules and Regulations.

ARTICLE VII

CONTINUITY OF EMPLOYMENT

Union SEIU Local 888 Chapter 159 and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. Neither Union SEIU Local 888 Chapter 159 or any of its members shall, for the term of this agreement, engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

ARTICLE VIII

EFFECT OF AGREEMENT

Should any Article, Section or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Article, Sections and Clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Articles, Section or Clauses.

ARTICLE IX

REOPENING OF CONTRACT

The parties to this agreement shall open negotiation for a new agreement no later than 90 days before termination of said contract.

The parties further agree that such negotiations may be opened sooner by mutual agreement of the parties, but in no event shall such negotiations commence later than 90 days before said termination.

Notwithstanding the foregoing, it is mutually understood by the Committee and Union SEIU Local 888 Chapter 159 that this applies only so long as Union SEIU Local 888 Chapter 159 remains certified by the State Labor Relations Commission as the exclusive representative for collective bargaining of those employees set forth in Article I of this agreement.

ARTICLE X

OFFICE HOURS

It is recognized that the School Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Greater Lowell Technical High School in all its aspects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of these general regulations. It shall further be recognized that all work schedules, hours, and assignments are to be established and/or changed by the employee's supervisor and approved by the Superintendent-Director or his designee.

Electronic Access Control (FOB) System: For building safety reasons, each employee shall be required to swipe their "fob" against the electronic access card reader located at main entry point to the school building upon entering and exiting the school building at all times. The reader records their time in the system. In order to prevent unauthorized individuals from access in the buildings, an employee will immediately report any lost or stolen fob to their supervisor. A fob assigned to an individual shall be used solely by the individual it is assigned to. At the time of separation from service, the fob will be returned to the district.

Present work hours for the first shift are 7:00 a.m. to 3:30 p.m. with a flexible ½ hour for lunch. Employees covered under this agreement shall work their regular assigned shift during school vacations that occur between the first Monday when teachers return from summer vacation and May 30th unless there is an unusual circumstance as determined by the Superintendent-Director. In such cases, affected employees will be notified of vacation shift changes at least two weeks in advance.

Present work hours for the second shift are 3:00 p.m. to 11:00 p.m. with time for break. In cases of inclement weather or emergency situations, it will be at the sole discretion of the Superintendent-

Director, on a shift-by-shift basis, to allow bargaining unit members to arrive for work late, leave early, or not be required to report to work. In such inclement weather or emergency situations, bargaining unit members shall suffer no loss of pay or benefits.

Work hours for the second shift Lead Custodian are 3:00 p.m. to 11:00 p.m. with time for break.

The Lead Custodian shall also offer input to the Director of Plant Services and/or Superintendent-Director regarding inclement weather or emergency situation decisions.

Work hours for Mid-Shift Custodian are 10:00 a.m. to 6:00 p.m. with time for break.

ARTICLE XI

PAY DAY

Staff members are paid on alternating Fridays, 26 times per year. Each check covers work for the calendar period of two weeks, ending at 4:30 p.m. on the preceding Friday. When the office is closed on Friday, payment will be made on the last regular workday that week. A pay statement will be enclosed in the pay envelope, explaining any additions and/or deductions from regular salary.

Effective July 1, 2021, the salary scale shall reflect the weekly rate at each step.

All pays containing any errors will be rectified within three (3) work days from the day the pay was issued.

Full-time employees will receive an annual report on their sick leave accumulation.

ARTICLE XII

EXAMINATIONS FOR TUBERCULOSIS

No person known to be suffering from tuberculosis in a communicable form, or having evidence or symptoms thereof, shall be employed or continue in employment at any school in the Commonwealth, including any college or university, in any capacity which might bring him/her into direct contact with any student at such school.

Immediately prior to his/her entering into any such employment, and at least every three years during the course of this employment thereafter, each school superintendent, principal, director, teacher, food handler, janitor, school bus driver shall file with the Superintendent-Director or other person having charge of such school, on forms furnished by the Department of Public Health and approved by the Department of Education, a report made by a registered physician, relative to his freedom from tuberculosis in a communicable form, and such report shall be kept as a part of the records of such school authorities. (Specific details and interpretation are given in the law).

ARTICLE XIII

LEAVE OF ABSENCE

A leave of absence, without pay, may be granted by the Superintendent-Director when conditions warrant. Requests outlining reasons and length of absence must be presented, in writing, to the Superintendent-Director. The Superintendent-Director will make the final determination. No benefits will be accrued while on a leave of absence status. Blue Cross and life insurance may be continued for the duration of the leave with full cost to be borne by the employee.

The parties recognize and hereby incorporate by reference the provisions of the so-called Family Medical Leave Act.

ARTICLE XIV

MILITARY LEAVE

Full-time and regular employees will be granted military leave to fulfill obligations to the United States Armed Forces. Up to two (2) weeks of annual military leave may be granted with no loss in total pay. Compensation by the military will be deducted from the employee's pay for that period, upon his/her request. Any official leave of absence, without pay, will be granted for active duty in any branch of the Armed Forces of the United States. When the person is released from such service, he/she will be eligible for re-employment provided he/she notifies the District within fifteen (15) days that he/she intends to return to work within thirty (30) days.

ARTICLE XV

AVAILABILITY DURING SCHOOL CLOSINGS

Whenever school has to be closed because of an epidemic, damage to a building, faulty heating, severe weather conditions or any other cause, 12-month, full-time and regular employees shall hold themselves ready to do any work connected with the school which may reasonably be expected of them, under the direction of the Superintendent-Director. If an employee is unavailable during the time his salary is being continued, he risks losing the pay if his or her services are required.

ARTICLE XVI

LEAVE FOR JURY DUTY

Any full-time and/or regular employee called for duty on a jury shall be entitled to receive the difference between his or her salary and the amount of compensation for such duty if the amount of compensation is less than salary. A statement from the court showing the dates that the employee served as a juror and the reimbursement received shall be submitted to the Superintendent-Director.

ARTICLE XVII

OVERTIME

All overtime work must be approved by the Superintendent-Director or his designee. Any full-time or regular employee who works in excess of eight hours in one day or forty hours in one week shall be paid for such work at one and one-half (1 1/2) times his/her regular straight time hourly rate. If any full-time or regular employee is required to work on a holiday, the employee shall receive one and one-half (1 1/2) times his/her regular straight time hourly rate in addition to the holiday pay. A minimum of four hours shall be guaranteed on any recall. For all functions which require the services of a custodian, full-time personnel will be given preference over part-time personnel. Custodian supervision may or may not be required for all overtime work depending on the amount of personnel involved as determined by the Superintendent-Director.

A revolving overtime list will be established of full-time and regular personnel by seniority and will be strictly adhered to.

ARTICLE XVIII

RESIGNATION OR TERMINATION

When a full-time or regular employee intends to resign or retire from his/her position with the School Committee, an advance notice equivalent to his/her annual vacation time (or a minimum of two (2) weeks) is expected. A terminating employee must return all outstanding tangible items in his/her care and clear all accounts with the bookkeeping department. A terminating employee is responsible for items not returned. Settlement must be made prior to the final check issuance.

ARTICLE XIX

INSURANCE

1. The Committee agrees to pay 75% of a Health Maintenance Organization (HMO) Plan in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws. Said insurance programs will be the best available under the aforementioned statute(s).
2. Any full-time employee who does not elect to participate must sign a waiver within 31 days of commencement of employment. Any regular employee who does not elect to participate must sign a waiver within 121 days of commencement of employment.
3. The Committee agrees to pay seventy-five percent of a dental plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1) and 80% coverage on restorative and other basic service (Type 2). Deductibles will apply to Type 2 services.
4. Flexible Spending Account
The District shall offer a Flexible Spending Account (FSA) through a Cafeteria Plan, as allowed by state and federal laws and regulations for eligible medical and/or dependent care expenses, to Members through a third party provider at no monetary cost to the District.
 - The District shall select the vendor, determine plan administration details, and provide automatic payroll deduction services. The District maintains the option to change vendors.
 - Any and all direct or indirect costs and fees associated with the offering of a Flexible Spending Account (FSA) will be the responsibility of the Members unless otherwise provided by the District.
 - The District agrees to pay the initial \$350 set up fee to the vendor in the first year of the plan as well as \$350 annual administration fees in the second year of the plan.

ARTICLE XX

LIFE INSURANCE

The Committee agrees to provide term insurance in the amount of \$20,000.00 for all full-time employees and further agrees that if any other employees of the Committee receive term insurance in excess of \$20,000.00, said increases shall be reflected for the covered employees of this bargaining unit.

ARTICLE XXI
TRAVEL EXPENSES

Employees traveling on District business shall be reimbursed per mile at the rate established by the Federal Government and other approved expenses. All such expenditures shall be approved in advance by the Assistant Superintendent/Business.

ARTICLE XXII
HOLIDAYS

The following paid Holidays will be granted to full-time employees.

New Year's Day	Juneteenth Day	Veterans' Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Day after Thanksgiving
Patriots' Day	Columbus Day	Christmas Day
Memorial Day	Floating Holiday (request approval at least 24 hours prior)	

On the following three (3) holidays Thanksgiving Eve, Christmas Eve and New Year Eve, all shift Custodians shall have the ability to flex their shift hours with approval and input from the Director of Plant Services in consultation with the Lead Custodian.

If any of the above holidays fall on Saturday or Sunday, an additional day off will be granted to the full-time employee.

At the discretion of the Superintendent-Director or his designee, a like number of days afforded to any other group of personnel employed by the Greater Lowell Regional Vocational-Technical School shall also be given to the full-time members of this bargaining unit as long as the continuity of operations is not disturbed.

ARTICLE XXIII
BEREAVEMENT LEAVE

Employees will be granted up to three (3) days at any one (1) time in the event of death requiring attention by the employee of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, aunt, uncle or any other relative of the employee or the spouse thereof who was actually living in the immediate household of the employee at the time of death or commencement of the final illness or accident which led to his/her death. In extenuating circumstances, the Superintendent-Director may grant bereavement leave or longer funeral leave for the death of any other persons not covered by this contract.

ARTICLE XXIV

PERSONAL LEAVE

Personal leave for full-time employees shall be allowed on a non-cumulative basis, three (3) days of paid personal leave for imperative personal business. Requests for such leave must be in writing to the immediate supervisor not less than twenty-four (24) hours prior to the absence whenever possible. At the end of the fiscal year, unused personal leave shall be converted to accumulated sick leave.

ARTICLE XXV

VACATION

Vacation time for full-time employees shall be earned monthly and can be used as accumulated. An employee requesting earned vacation pay will be paid on the last scheduled payroll prior to vacation, provided a three week notice, in writing, is given to the payroll department. A holiday in a vacation period will not be charged to vacation time. All vacations must be scheduled in advance with the immediate supervisor who will review all vacation requests and approve or disapprove vacations to insure that the continuity of the operation is not disturbed. Employees may work and receive salary on straight time in lieu of vacation, only upon approval of the Superintendent-Director.

If an employee is called back to work while on vacation, he/she will be granted a like amount of compensatory time off at a later date.

LENGTH OF EMPLOYMENT

VACATION WITH PAY

Less than one year

One (1) day for each full month, to ten (10) days

At least one (1) year but less than five (5) years

Ten (10) days

At least five (5) years (employee must complete his fifth year of employment during the calendar year vacation is taken)

Fifteen (15) days

In the tenth (10th) year of employment

Twenty (20) days

At least twenty (20 years)

Twenty-Five (25) days

ARTICLE XXVI

SICK LEAVE

Full-time employees will receive 15 days of annual sick leave on July 1st of each year starting July 1, 1981. Notwithstanding the above paragraph, any new full-time employee will earn sick leave at the rate of 1 1/4 days per month until July 1st following his/her anniversary date of hire. Employees may be granted sick leave usage in increments of two (2) hours as approved by the Director of Plant Services. This will be a pilot program for the duration of this contract and re-evaluated at the next negotiation. All sick leave not used in the year of service for which it is granted shall have unlimited accumulation. For periods of five (5) days or more, a certificate from the attending physician may be required.

- A. Sick leave shall be granted to an employee under the following conditions:
 - i. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury.
 - ii. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
 - iii. To care for an immediate family member who is ill or injured and living in the same house as the employee but not to exceed three (3) days per school year to be taken from their current accumulated sick days. Immediate family shall include husband, wife, children, parents, brothers, sisters, or other relatives with whom the employee is living in the same house.
- B. If an employee is out on sick leave for five (5) consecutive work days or more the Superintendent-Director may require a medical note documenting the illness and/or the employee's fitness to return to work.
- C. If an employee is out on sick leave for ten (10) consecutive school days or more the Superintendent-Director may require the employee to be examined by a medical doctor, with the appropriate expertise to evaluate the illness or injury, chosen by the employer at the district's expense.
- D. If the district's doctor disagrees with the employee's doctor with regards to the employee's ability to return to work, the employee and/or his/her representative will meet with the Superintendent-Director in an attempt to resolve the dispute.
- E. If the dispute cannot be resolved at this meeting, the employee's doctor and the district's doctor will choose a third doctor covered by the employees' Health Insurance plan, with the appropriate expertise to evaluate the illness or injury, to conduct an additional independent examination with any incurred cost to be shared equally by the district and the employee and whose decision shall be final.
- F. Sick leave will not be earned during any leave of absence without pay.
- G. Each employee who uses three (3) or less days of sick time within a fiscal year will be eligible to redeem all or a portion of the remaining balance of days granted within that year for additional compensation, (twelve (12) to a maximum of fifteen (15) days). Any remaining days will be rolled over to accumulated sick time.

To be eligible to redeem sick time, an employee must have forty-five (45) or more accumulated sick days prior to the beginning of the fiscal year they intend to redeem sick days for additional compensation.

Days may be redeemed at the following rates:

- The first half of the days eligible of the days may be redeemed at 25% of the employees per diem rate, (1 to 7.5 days).
- Any remaining eligible days after the first half days may be redeemed at 33% of the employee's per diem rate, (6 to 7.5 days).

To notify the district of the number of days being requested for redemption, the sick day redemption form must be submitted to the business office by last day of school. Payments will be made in July following the employees' regular compensation method (ie. direct deposit or mailed physical check).

In the event of conflicting records of days taken, the official record from payroll will be used as the official record.

Examples:

- 1) Employee uses three (3) sick days and has twelve (12) left at the end of the year. Employee chooses to buy back all twelve (12) days.
 - The first six (6) days will be redeemed at 25% of the employee's per diem rate.
 - The remaining six (6) days will be redeemed at 33% of the employee's per diem rate.
- 2) Employee uses zero (0) sick days and has fifteen (15) left at the end of the year. Employee chooses to buy back all fifteen (15) days.
 - The first seven and one half (7.5) days will be redeemed at 25% of the employee's per diem rate.
 - The remaining seven and one half (7.5) days will be redeemed at 33% of the employee's per diem rate.
- 3) Employee uses three (3) sick days and has twelve (12) left at the end of the year. Employee chooses to buy back six (6) days.
 - The first six (6) days will be redeemed at 25% of the employee's per diem rate.
 - Balance of six (6) sick days are rolled over to teacher's accumulated sick leave account.
- 4) Employee uses three (3) sick days and has 12 left at the end of the year. Employee chooses to buy back eight (8) days.
 - The first six (6) days will be redeemed at 25% of the employee's per diem rate.
 - The remaining two (2) days will be redeemed at 33% of the employee's per diem rate.
 - Balance of four (4) sick days are rolled over to employee's accumulated sick leave account.

This is a pilot program that will occur during the duration of this contract only and will be re-evaluated for sustainability during negotiations for the successor contract.

ARTICLE XXVII

SENIORITY AND BIDDING OF JOBS

A full-time employee shall acquire seniority status upon completion of thirty (30) days employment and upon completion of said thirty (30) days, his/her seniority shall date back to the first day of his/her employment. Such seniority will be one of the factors considered at all times in matters of:

- (1) Department Vacation Time
- (2) Schoolwide Posted Job Vacancies within Bargaining Unit
- (3) Change of Shifts and,
- (4) Overtime.

A regular employee shall acquire seniority status upon completion of ninety (90) days employment and upon completion of said ninety (90) days, his/her seniority shall date back to the first day of his/her employment. Such seniority will be one of the factors considered at all times in matters of:

- (1) Schoolwide Posted Job Vacancies within Bargaining Unit
- (2) Change of Shifts and,
- (3) Overtime.

All contemplated job openings within the bargaining unit will be posted for seven (7) consecutive days within the school.

All reduction in force will be by strict seniority; all recalls because of such reduction in force shall be by strict seniority.

ARTICLE XXVIII

GRIEVANCE PROCEDURE

- A. A "Grievance" is hereby defined as a complaint by a bargaining unit employee or group of bargaining unit employees on an alleged violation of this agreement, or any controversy, misunderstanding or dispute arising as to the interpretation, application, or observance of any of the provisions thereof.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to the employee's bargaining representative shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered.
- D. A grievance that affects a group of bargaining unit employees may be submitted in writing to the Superintendent-Director directly, and the processing of such a grievance shall commence at Step 3.
- E. For clarification purposes days are to mean school days during the regular school year and business days during the summer.

STEP ONE

When a bargaining unit employee has a grievance, the aggrieved employee shall informally present the grievance to his/her supervisor within ten (10) school days of the incident. The supervisor shall endeavor to settle the grievance in this informal session.

STEP TWO

- (a) If the grievance shall not have been settled, the aggrieved employee shall present the grievance in writing to his/her supervisor. Within ten (10) school days after receipt of such a presentation, the supervisor shall hold a meeting, which meeting may be attended by the aggrieved employee and the Committee's representative in charge of bargaining unit employees.
- (b) Within ten (10) school days after the conclusion of the Step Two meeting, the supervisor shall submit a copy of his written decision of the grievance to the aggrieved employee, a copy to the employee's bargaining representative, and a copy to the Committee's Negotiator.

STEP THREE

- (a) If the grievance shall not have been settled at Step Two, the employee's bargaining representative may present the grievance in writing to the Superintendent-Director. That presentation shall be made within ten (10) school days after the date of the decision at Step Two.
- (b) Within ten (10) school days after receipt of such a presentation, the Superintendent-Director or his/her designee shall hold a meeting which may be attended by the aggrieved employee and the employee's bargaining representative and a member of the school committee designated by its chairperson.
- (c) Within ten (10) school days after the conclusion of the Step Three meeting, the Superintendent-Director shall submit a copy of his written decision of the grievance to the employee, a copy to the employee's bargaining representative, and a copy to the Committee's Negotiator.

STEP FOUR

If the grievance shall not have been settled at Step Three, the employee's bargaining representative may, in writing, request a review hearing before the full School Committee. The request for said review hearing shall be made not later than three (3) school days from receipt of the Superintendent-Director's written decision as provided for in Step Three. The time between the submission of the grievance to the Committee and the conclusion of the second regular School Committee meeting following submission to the Committee after the receipt of the written request for same from the employee's bargaining representative.

STEP FIVE

If the grievance shall not have been settled at Step Four, the employee bargaining representative may cause the grievance to go to binding arbitration. To do so, the employee's bargaining representative shall, within thirty (30) days after receipt of the Committee's Step Four decision, file for binding arbitration. The Committee shall pay one-half of the arbitrator's fees and expenses, if any are chargeable, and the other half shall be paid by the employee's bargaining group.

ARTICLE XXIX

UNIFORMS

The Committee shall annually provide, on August 1st of each year, five (5) uniforms and up to four (4) pairs of work shoes reimbursed up to \$400.00 to the employees. Such uniforms may include three (3) short-sleeve polo shirts. (Steward has input).

ARTICLE XXX

WAGE AND SALARY SCHEDULE

JULY 1, 2024 – JUNE 30, 2027

July 1, 2024 – June 30, 2025	4%
July 1, 2025 – June 30, 2026	4%
July 1, 2026 – June 30, 2027	4%

July 1, 2024 - June 30, 2025								
Step	1	2	3	4	5	6	7	8
1st Shift	\$1,007.33	\$1,027.08	\$1,046.74	\$1,066.44	\$1,086.20	\$1,106.14	\$1,176.17	\$1,187.93
2nd Shift	\$1,043.90	\$1,063.61	\$1,083.34	\$1,103.01	\$1,122.71	\$1,142.74	\$1,213.65	\$1,225.79

July 1, 2025- June 30, 2026								
Step	1	2	3	4	5	6	7	8
1st Shift	\$1,047.62	\$1,068.16	\$1,088.61	\$1,109.10	\$1,129.65	\$1,150.39	\$1,223.22	\$1,235.45
2nd Shift	\$1,085.66	\$1,106.15	\$1,126.67	\$1,147.13	\$1,167.62	\$1,188.45	\$1,262.20	\$1,274.82

July 1, 2026 - June 30, 2027								
Step	1	2	3	4	5	6	7	8
1st Shift	\$1,089.52	\$1,110.89	\$1,132.15	\$1,153.46	\$1,174.84	\$1,196.41	\$1,272.15	\$1,284.87
2nd Shift	\$1,129.09	\$1,150.40	\$1,171.74	\$1,193.02	\$1,214.32	\$1,235.99	\$1,312.69	\$1,325.81

LEAD CUSTODIAN SALARY SCHEDULE

July 1, 2024 (+4%)	\$1,511.10
July 1, 2025 (+4%)	\$1,571.54
July 1, 2026 (+4%)	\$1,634.40

When a Custodian is assigned by the Director of Plant Services and/or his designee to perform the work of the Lead Custodian, he/she shall receive one hour of additional wages at their overtime rate in addition to his/her regular shift pay for each shift assigned. Lead Custodian coverage shall be on a rotational basis based on seniority amongst the top four (4) senior custodians.

Employees shall, at the discretion of the Superintendent/Director, under consultation with the Director of Plant Services, be dismissed early or shall have their shift arrival times altered during inclement weather.

The Committee shall pay one custodian who has been pool certified an annual stipend of \$1,500 for the 1st shift pool certified custodian and one at \$750 for the 2nd shift pool certified custodian.

If another bargaining unit in the Greater Lowell Technical High School ratifies a greater wage increase in any of the years covered by this contract, the parties agree to reopen the contract for the sole purpose of discussing wages.

ARTICLE XXXI

LONGEVITY

Full-time custodians shall receive as compensation the following remuneration for service in Lowell Trade and Vocational School and/or the Greater Lowell Regional School.

\$700 total longevity - 16th through 19th years of service
\$1400 total longevity - 20th through 24th years of service
\$2000 total longevity - 25th or more years of service

All custodian currently receiving longevity payments will be moved to the next highest level on the last day of the contract and will then have that amount of longevity added to their base pay and receive no additional longevity pay thereafter. All not currently receiving longevity payments will begin to receive payment on the last day of the contract and will have that amount of longevity added to their base pay and receive no additional longevity pay thereafter. Employees hired after July 1, 2012 will not be eligible to receive longevity.

ARTICLE XXXII

JOINT LABOR/MANAGEMENT COMMITTEE

There shall be a joint labor/management committee comprised of two (2) or three (3) representatives from management and three (3) representatives from the Union. The committee shall meet once a month, unless the parties agree otherwise, to discuss items of concern at any time during the life of this Agreement.

ARTICLE XXXIII

DISCIPLINE AND DISCHARGE

All employees in the bargaining unit described in Article I of this agreement shall be on a probationary period for six (6) consecutive months following their initial employment by the Greater Lowell Technical School District. Probationary employees may be demoted, suspended, or discharged as exclusively determined by the Superintendent-Director and no such discharge of a probationary employee may be made the subject matter of the grievance procedure of this agreement by either employee or employees affected or by the SEIU Local 888.

No employee who has completed his/her six (6) month probationary period shall be suspended or disciplined except for just cause. Any dispute as to whether the School District acted arbitrarily, capriciously, or unreasonable with respect to the discharge or discipline of an employee shall be subject to grievance and arbitration hereunder, provided however, that a probationary employee shall have no such access to the grievance and arbitration process.

ARTICLE XXXIV

EVALUATION

Evaluation and observation of personnel shall be the responsibility of the administration. The prime purpose of evaluation is to assess performance and thereby improve quality of service provided to the Greater Lowell Technical School District.

Therefore, all observations and evaluations of personnel and/or those holding positions covered by the Agreement will be conducted openly and with the knowledge of the employee being evaluated.

The Director of Plant Services may also use the observation form (Appendix B) to document potential employee disciplinary issues. Such documented information may be included in the employee's annual evaluation.

The Lead Custodian shall submit written observation forms (Appendix B) documenting potential employee disciplinary issues to the Director of Plant Services which shall be placed in the employees' personnel file.

The employee will acknowledge having had the opportunity to review any such evaluation report by affixing her/his signature. Such employee signature does not indicate agreement with the contents thereof. An employee shall be allowed to submit a written response to said evaluation. In addition, an employee may appeal the contents of an evaluation to the Superintendent-Director by notifying him/her within five (5) work days of the receipt of the evaluation.

A supervisor will confer with any employee whose service has been rated unacceptable with respect to any criterion in order to develop an Improvement Plan that shall be approved by the

Superintendent. This Improvement Plan must contain specific, observable, measureable behaviors, which the employee shall demonstrate in order to meet the performance standards in the area(s) of concern identified by rating of (U) "Unacceptable" on the formal evaluation report. The Improvement Plan shall include a schedule of meetings with the employee's supervisor for the purpose of providing the employee with feedback on his or her improvement progress. The School shall pay reasonable expenses associated with tuition or materials necessary for the implementation of an approved Improvement Plan. If at the end of the first year under an Improvement Plan the employee has not sufficiently improved in the previously identified area(s) of concern, the Improvement Plan will be reviewed by the Superintendent, the Evaluator, and the employee and appropriate amendments will be made subject to the approval of the Superintendent. At the conclusion of the second year under an improvement plan, any employee who fails to improve his/her performance in previously identified area(s) of concern, as indicated by an (E) "Exemplary" or a (C) "Competent" rating on the formal evaluation report(s) completed after the Improvement Plan has been implemented shall have his/her employment status reviewed by the Superintendent. The Superintendent will determine through this review process whether there was a failure on the part of the employee to satisfy the employee performance standards. Any personnel action taken under the authority of this paragraph will be subject to the provisions of Massachusetts General Law.

Any employee who fails to improve after two (2) consecutive years on an Improvement Plan may be terminated for just cause. Any discipline under this provision will be subject to the grievance procedure.

All employees filling positions covered by the Agreement shall be evaluated in writing annually before June 30th for the performance period beginning on the previous July 1st through June 30th. All employees will receive a written copy of their evaluation and a copy will be placed in the employee's personnel file.

A copy of the annual evaluation instrument is attached to this Agreement as Appendix A.

At the request of either party, a meeting will be convened to discuss any difficulties encountered through the implementation of this new Article and the evaluation instrument in Appendix A. Improvements to the Article and/or the evaluation instrument in Appendix A will be made only through the mutual agreement of both parties.

SIGNATORY CLAUSE

IN WITNESS WHEREOF, the parties to this agreement have caused these presents to be executed by their agents duly authorized and their seals to be affixed hereto as of this 20th day of June, 2024

FOR THE GREATER LOWELL REGIONAL SCHOOL COMMITTEE:

Matthew J. Sheehan, Chairperson MJS 72

Paul E. Morin, Vice-Chairperson Paul E. Morin

Curtis J. LeMay, Secretary Curtis J. LeMay

Fred W. Bahou F. Bahou

Lee Gitschier L. Gitschier

Ralph Hogan R. Hogan

Steven A. Nocco S. Nocco

Raymond Kelly Richardson Raymond Kelly Richardson

FOR SEIU Local 888, Chapter 159:

Peter Beaulieu Peter Beaulieu

Madeline Soto, SEIU Local 888 Representative _____

APPENDIX A

***Greater Lowell Technical High School
SEIU Custodial Personnel Annual Employee Evaluation***

NAME: _____ **TITLE:** _____ **DATE:** _____

EVALUATION PERIOD: _____ **SUPERVISOR:** _____

INSTRUCTIONS: A performance review will be completed once each year for every SEIU Custodial employee prior to June 30th. For each performance factor indicated, the supervisor will assign one of the performance level indicators defined. Comment sections should be utilized for supporting evidence of performance level ratings. Whenever an unacceptable (**U**) rating is given, supporting comments ***must be documented and the employee will be placed on an improvement plan for the next year.***

- PERFORMANCE LEVELS:**
- (E)xemplary** Performance consistently exceeds all expectations; conspicuously meritorious performance.
 - (C)ompetent** Meets all job responsibilities in this area.
 - (U)nacceptable** Performance is below minimum standards; not performing at a fully effective level.
 - (NA) Not Applicable** Does not apply to this position/person.

		E	C	U	NA	COMMENTS
KNOWLEDGE OF THE JOB	Possesses the knowledge and technical competencies required to perform job responsibilities; understands relevant policies, procedures, and organizational structure and function.					
QUALITY OF WORK	Produces work to meet acceptable standards including accuracy, neatness, and completeness.					
QUANTITY OF WORK	Produces amounts of work consistent with established standards.					
DEPENDABILITY / RESPONSIBILITY	Willingly takes on, is held accountable for, and performs assignments in a timely manner.					
DECISION-MAKING, PROBLEM -SOLVING, AND JUDGEMENT	Identifies problems and opportunities, gathers and organizes facts, and makes effective decisions using sound judgment.					

COMMUNICATION SKILLS	Conveys information clearly and logically both orally and in writing.					
INTERPERSONAL RELATIONS	Understands the need to and works toward developing and maintaining positive working relationships with others.					
ATTENDANCE AND PUNCTUALITY	Reports to work on time, observes time limits for lunches, gives prompt notice of absence due to illness, and adheres to all applicable school policies.					
EFFECTIVE USE OF TIME	Accomplishes work by reasonable required deadlines through effective planning and prioritizing.					
CONTINUOUS SELF-IMPROVEMENT	Participates in training sessions that contribute to improved effectiveness.					
APPEARANCE	Maintains standard of dress, appearance, and manner, which are appropriate to assignment.					
		E	C	U	NA	COMMENTS

SUMMARY

Use this section to provide an overall summary narrative of employee performance as well as any commendations and/or recommendation that may be applicable.

Narrative:

Commendations

-
-
-

Recommendations

-
-
-

EMPLOYEE COMMENTS

The space below is reserved for the employee's comments concerning this performance review and/or an additional sheet may be attached.

SIGNATURES

I certify by my signature below that the contents of this performance review have been discussed with the employee.

SUPERVISOR

DATE

I certify by my signature below that this performance review has been discussed with me. I have read and understand the contents. I understand that my signature does not necessarily indicate agreement with statements made herein.

EMPLOYEE

DATE

APPENDIX B
OBSERVATION FORM

Custodian's Name: _____

Date of Observation: ___ - ___ - ___

Assignment: _____

Duration: _____

Observation Made By: _____

Observation:

Recommendations:

Date Observation Received by Custodian: ___ - ___ - ___

I understand that my signature does not necessarily indicate agreement with statements made herein.

Custodian's Signature: _____

Custodian's Response (if so desired, may attach additional pages):
