

AGREEMENT

BETWEEN

THE

**GREATER LOWELL TECHNICAL HIGH SCHOOL
SCHOOL COMMITTEE**

AND THE

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 93**

- LEVEL A - PLUMBERS, ELECTRICIANS AND AIR-
CONDITIONING TECHNICIANS**
- LEVEL B - GENERAL MAINTENANCE AND SHIPPER
RECEIVER**
- LEVEL B1 - GROUNDSKEEPER HYDRAULIC/HEAVY
EQUIPMENT LICENSE**

JULY 1, 2024 TO JUNE 30, 2027

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ARTICLE I

RECOGNITION

Pursuant to the certification by Massachusetts Labor Relations Commission, Case No. MCR-2570, the Committee hereby recognizes the American Federation of State, County and Municipal Employees, Council 93, as the exclusive representative bargaining agent for the purpose of collective bargaining in respect to wages, hours of employment, standards of productivity, and other conditions of employment for all school maintenance employees, groundskeepers and shipper/receiver.

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

ARTICLE II

UNION DUES DEDUCTION

- A. For the duration of this agreement or for such time as AFSCME Council 93 AFL-CIO 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 Local #1404 by the tenth day of the month following said deduction providing said Union treasurer has posted bond as required by law.

ARTICLE III

POSTING UNION NOTICES

Bulletin board space shall be provided by the Committee in the school for posting of notices by Union Local #1404.

ARTICLE IV

STEWARDS

The Committee recognizes the right of Union Local #1404 to designate one steward from the list of its regular employees. Said steward shall serve as a channel of communication between the Committee and Union Local #1404. Union local #1404 will, in writing, furnish the Committee with the name of its designated steward 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 an alternate steward in case of absence of regular steward.

ARTICLE V

ACCESS TO PREMISES AND UNION ACTIVITIES

The Committee agrees within seven days written notice of request for Union Local #1404, to provide said Union access to all applicable employees' payroll records. Further, the Committee agrees to recognize any authorized Union Local #1404 official or the steward for Union Local #1404 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 Local #1404, 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 Local #1404 recognize and adhere to all applicable State Labor Laws, and to applicable Rules and Regulations. If the school committee agrees to pay for state mandated Criminal History Record Information checks for other bargaining units then they agree to pay for this bargaining unit.

ARTICLE VII

CONTINUITY OF EMPLOYMENT

Union Local #1404 and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. Neither Union Local #1404 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 60 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 60 days before said termination.

Notwithstanding the foregoing, it is mutually understood by the Committee and Union Local #1404 that this applies only so long as Union Local #1404 remains certified by the State Labor Relations Commission as the exclusive representative for collective bargaining of these employees set forth in Article I of this agreement.

ARTICLE X

MANAGEMENT RIGHTS

It is recognized that the Superintendent-Director 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 Regional Vocational-Technical School District 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.

ARTICLE XI
HOURS OF WORK

Employees covered by this agreement shall be scheduled for eight (8) hours per day, five (5) days per week. The normal work week shall be Monday through Friday. The school shall provide employees 4 hours of paid rest period after 16 hours of continuous working hours.

Electronic Access Control (FOB) System:

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.

ARTICLE XII
PAY DAY

Staff members are paid on Fridays, 26 times per year. Each check covers work for the calendar period of two weeks, ending at the end of the scheduled workday on the preceding Friday. When the office is closed on Friday, payment will be made on the last regular workday that week. An itemized pay statement will be enclosed in the pay envelope, explaining any additions and/or deductions from regular salary. There shall be an annual notice of accrued sick leave.

On July 1st of the year prior to a year that may require 27 pay periods, the parties agree to meet at the request of the bargaining unit to determine if the bargaining unit wishes to have 27 pay periods for the following fiscal year or permanently convert the salary schedule from an annual salary to a weekly salary basis. The decision must be made in writing to the Superintendent-Director by August 31st of the year prior to the anticipated change going into effect. If the bargaining unit agrees, the bi-weekly pay amount will be 1/27th of the annual salary versus 1/26th, for the school year 2022-2023.

ARTICLE XIII
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 into direct contact with any student at such school.

Immediately prior to his 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, etc., shall file with the Superintendent 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).

Such reports and x-rays or intradermal tuberculin tests shall be required at least every three years from all school employees; provided that such re-examination shall not be required within three years of any previous examinations for any school employee who may transfer within the Commonwealth. Employees agree to such exams when requested.

ARTICLE XIV

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. Health 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 XV

MILITARY LEAVE

Full-time 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 Superintendent-Director within fifteen (15) days that he/she intends to return to work within thirty (30) days.

ARTICLE XVI

AVAILABILITY DURING SCHOOL CLOSINGS

Whenever school has to be closed because of an epidemic, damage to a building, faulty heating, severe weather conditions or students are remote due to inclement weather, or any other cause, 12-month, full-time 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/her salary is being continued, he/she risks losing the pay if his or her services are required. If school is dismissed or cancelled or transitions to remote learning due to inclement weather, employees will receive \$3.00 per hour differential for all hours worked during their remaining regularly scheduled shift.

In addition, those employees who work their regularly scheduled shift during school closures will receive a stipend, as follows: \$1,000 for all school closings; \$800 if missed one school closing; \$600 if missed two school closings; and \$0 if missed more than two school closings. This stipend will be paid in the first pay period in June.

ARTICLE XVII

LEAVE FOR JURY DUTY

Any full-time 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 XVIII

OVERTIME

All overtime work must be approved by the Superintendent-Director or a designee. Any 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 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 pay shall be guaranteed on any recall.

All worked performed on Saturdays and Sundays shall be paid at the rate of one and one-half times the regular rate of pay with a minimum of four hours guaranteed, at this rate.

Overtime shall be distributed as evenly as possible among personnel who normally perform such related work.

Maintenance & Preparation of Sports Athletic Fields: Maintenance employees shall continue the current practice of maintaining (cleaning) and preparing sports fields for School Athletic Events as needed. In addition, whenever there is a non-School event (rental) of the Greater Lowell Technical High School athletic fields, Maintenance employees shall prepare and clean fields on an overtime basis.

ARTICLE XIX

RESIGNATION OR TERMINATION

When an 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 three (3) 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 XX

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. 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 services (Type 2), and 50% on major restorative prosthodontic (Type 3). Deductibles will apply to Type 2 and 3 services.
3. 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 employees through a third party provider.
 - 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 costs and fees associated with the offering of a Flexible Spending Account (FSA) will be the responsibility of the members.
 - The District agrees to pay the initial \$350 set up fee to the vendor in the first year of the plan, as well as the \$350 annual administration fees in the second and third year of the plan.

ARTICLE XXI

LIFE INSURANCE

The Committee agrees to provide term insurance in the amount of \$20,000.00.

ARTICLE XXII

TRAVEL EXPENSES

Employees traveling on Committee 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 advanced by the Assistant Superintendent/Business.

ARTICLE XXIII

HOLIDAYS

The following paid Holidays will be granted to twelve-month, 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, Maintenances staff shall have the ability to flex their shift hours with approval and input from the Director of Plant Services.

If any of the above holidays fall on Saturday or Sunday, an additional day off or compensatory amount of money will be paid to the employee at the employee's option.

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 members of this bargaining unit as long as the continuity of operations is not disturbed.

In the event of an emergency call-back incident on Thanksgiving, Christmas, New Year's Eve, and the Fourth of July, an employee will be compensated at the double-time hourly rate for hours worked.

ARTICLE XXIV

BEREAVEMENT LEAVE

Full-time employees will be allowed leave with pay for up to three (3) consecutive work days, any one (1) time, in the event of death in the immediate family. Immediate family is defined as follows: the employee's spouse; the child, parent, sibling, grandparent, grandchild, aunt and uncle of either the employee or the spouse thereof; the employee's son-in-law or daughter-in-law; and any relative of the employee or the spouse thereof who was actually living in the immediate household of the employee at the time of the death or commencement of the final illness or accident which led to his/her death.

In extenuating circumstances, the Superintendent-Director may grant other or longer funeral.

In extenuating circumstances, the Superintendent-Director may grant bereavement leave for the death of other persons not covered by this article.

ARTICLE XXV

PERSONAL LEAVE

Personal leave for 12-month full-time employees shall be allowed on a non-cumulative, non-prorated 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.

ARTICLE XXVI

VACATION

Vacation time for full-time employees shall be earned monthly and can be used as accumulated. 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 paid at one and one-half (1 1/2) times their regular rate of pay for a minimum of four (4) hours.

LENGTH OF EMPLOYMENT

Less than one year

VACATION WITH PAY

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
At least ten (10) years	Twenty (20) days
At least fifteen (15) years	Twenty-Five (25) days
At least twenty (20) years	Thirty (30) days

ARTICLE XXVII

SICK LEAVE

During their first year of employment, twelve-month, full-time employees will receive sick leave to be earned at a rate of 15 days per year (1 1/4 days per month.) On the July 1st following their first anniversary date of hire and on every subsequent July 1st, twelve-month, full-time employees will receive fifteen (15) days of sick leave. Sick leave will not be earned during any leave of absence without pay.

- 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 has a 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 such as influenza, measles, mumps, chicken pox, etc.
 - 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. 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 employee's 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.

Employees will upon retirement receive 20% buy back for a maximum of 200 days of unused sick leave. Employees hired after July 1, 2012 will not be eligible for this benefit.

Employees shall be entitled to the following annual incentive with respect to sick leave:

An 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 sixty (60) 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:

- o the first half of the days eligible of the days may be redeemed at 25% of the employee's per diem rate, (1 to 7.5 days)
- o 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.
 - o The first six (6) days will be redeemed at 25% of the employee's per diem rate
 - o The remaining six (6) days will be redeemed at 33% of the employees 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.
 - o The first seven and one half (7.5) days will be redeemed at 25% of the employee's per diem rate
 - o 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.
 - o The first six (6) days will be redeemed at 25% of the employees 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 XXVIII

SENIORITY AND JOB POSTING

- A. Seniority shall be defined as the length of unbroken continuous service at the Greater Lowell Regional Vocational-Technical School in a full-time position covered by this Contract.

Seniority will be one of the factors considered at all times in matters of:

- 1) Department vacation time.
- 2) Schoolwide posted full-time job vacancies within the bargaining unit.
- 3) Change of shifts (final decision up to immediate supervisor).
- 4) Skeleton crew days (final decision up to immediate supervisor).
- 5) Cut backs
- 6) Layoffs
- 7) Recalls

- B. All vacancies which occur in this Bargaining Unit shall be posted for seven (7) consecutive days within the school.

Consideration will be given to employees who apply and are qualified for such vacancies.

- C. In the event of a reduction in force such reduction in force will be by seniority in classification. A senior laid-off employee in Level A shall have the right to bump into other Level A classifications if he is qualified to perform in said Level A classification; a senior laid off employee in Level B shall have the right to bump into other Level B classifications if he is qualified to perform in said Level B classifications.

Every employee who exercises his contractual bumping rights will have a thirty (30) calendar day period to qualify for the job he has bumped into.

For the purposes of this article, the term "to qualify" means the employee must possess the ability to perform the job to the satisfaction of his immediate supervisor.

Should the employee not qualify for the job or not desire the said job, the employee (s) originally bumped shall be recalled according to seniority. This recall period shall be twenty-four (24) months in duration.

In the event that two or more employees applying are equally qualified for a position, seniority will be considered.

ARTICLE XXIX

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 non-certified employees may be submitted in writing to the Superintendent-Director directly, and the processing of such a grievance shall commence at Step 3.

STEP ONE

When a non-certified employee has a grievance, the aggrieved employee shall informally present the grievance to his/her supervisor within ten (10) working days of knowledge 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) working 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 non-certified personnel.
- (b) With ten (10) working 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) working days after the date of the decision at Step Two.
- (b) Within ten (10) working days after receipt of such a presentation, the Superintendent-Director or his designee shall hold a meeting which may be attended by the aggrieved employee and the employee's bargaining representative.
- (c) Within ten (10) working 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 ten (10) working days from receipt of the Superintendent-Director's written decision as provided for in Step Three. The review hearing shall be held within ten (10) working days 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 with A.A.A. or D.L.R. 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 XXX

UNIFORMS

The Committee shall annually provide, on July 1st of each year, five (5) uniforms to the employees.

In addition to the five (5) uniforms provided to each employee on July 1st, the Committee shall reimburse the employees for the cost all additional necessary clothing associated with their employment duties (i.e. winter boots, gloves, hats, jackets, coveralls). Such reimbursement shall not exceed seven hundred (\$700) annually starting on July 1st of each year. Each purchase must be approved in advance of purchase by the employee's supervisor with the original receipt presented for reimbursement within thirty (30) days of purchase.

ARTICLE XXXI

NOTICE OF NON-DISCRIMINATION & ORGANIZATION RIGHTS

1. The Greater Lowell Technical High School does not discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, gender identity, criminal record, disability, veteran status, genetic information, pregnancy or a condition related to said pregnancy, and homelessness in the administration of its educational and employment policies, programs, practices or activities, as defined and required by state and federal law. In addition, Greater Lowell Technical High School is committed to providing a work and learning environment free from sexual harassment and prohibits retaliation against any individual for making a complaint of conduct prohibited under this Notice, or for assisting or assisting in the investigation of such a complaint.
2. There shall be no discrimination by agents of the employer against any employee because of his or her activity, membership or non-membership in the union. The employer further agrees that there will be no discrimination against any member for his or her adherence to any provision of this Agreement.

ARTICLE XXXII

WAGE AND SALARY SCHEDULE

CLASSIFICATION

Level A: Plumbers, Electricians & Air Conditioning Technicians
Level B: General Maintenance & Shipper Receiver
Level B1: Groundskeeper Hydraulic/Heavy Equipment License

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

- Job related schooling and license reimbursement.
- The Committee shall pay one (1) employee who has been Pool Certified an annual stipend of \$1,500 in addition to, and/or in the absence of, the first shift Pool Certified Custodian for servicing, training, and maintenance of pool equipment.
- The parties also agree that if any other group receives a greater wage increase than this group during this period to time, we will re-negotiate this issue.
- All prorated and buyback salaries will be based on actual salary grid (not blended rate).

WAGE SCHEDULE

July 1, 2024 - June 30, 2025								
Step	1	2	3	4	5	6	7	8
Level A	\$ 86,692	\$ 87,820	\$ 88,956	\$ 90,093	\$ 91,223	\$ 92,455	\$ 96,354	\$ 97,318
Level B	\$ 55,732	\$ 56,864	\$ 57,996	\$ 59,129	\$ 60,262	\$ 61,497	\$ 64,890	\$ 65,539
Level B1	\$ 58,410	\$ 59,540	\$ 60,672	\$ 61,808	\$ 62,940	\$ 64,175	\$ 67,635	\$ 68,311

July 1, 2025 - June 30, 2026								
Step	1	2	3	4	5	6	7	8
Level A	\$ 90,160	\$ 91,333	\$ 92,514	\$ 93,697	\$ 94,872	\$ 96,153	100,208	\$101,210
Level B	\$ 57,961	\$ 59,139	\$ 60,316	\$ 61,494	\$ 62,672	\$ 63,957	\$ 67,486	\$ 68,160
Level B1	\$ 60,746	\$ 61,922	\$ 63,099	\$ 64,280	\$ 65,458	\$ 66,742	\$ 70,340	\$ 71,044

July 1, 2026 - June 30, 2027								
Step	1	2	3	4	5	6	7	8
Level A	\$ 93,766	\$ 94,986	\$ 96,215	\$ 97,445	\$ 98,667	\$ 99,999	\$104,216	\$105,258
Level B	\$ 60,279	\$ 61,505	\$ 62,729	\$ 63,954	\$ 65,179	\$ 66,515	\$ 70,185	\$ 70,886
Level B1	\$ 63,176	\$ 64,399	\$ 65,623	\$ 66,851	\$ 68,076	\$ 69,412	\$ 73,154	\$ 73,886

ARTICLE XXXIII

LONGEVITY

Employees shall receive as compensation the following remuneration for the 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 services

Effective July 1, 2014 longevity will be eliminated for new hires. All current employees will be advanced to the next highest step and fold longevity into their base pay. If any current employee retires prior to 7/1/14 they will receive this benefit upon retirement.

ARTICLE XXXIV

PROBATIONARY PERIOD

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 AFSCME Council 93 Local 1404.

ARTICLE XXXV

DISCIPLINE AN DISCHARGE

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 XXXVI

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.

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 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.

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, measurable 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. Such Improvement Plan will be reduced to writing and provided to the employee.

The School shall pay reasonable expenses associated with tuition or materials necessary for the implementation of an approved Improvement Plan.

The employee and his/her union representative agree to meet quarterly with his/her supervisor to review improvements and deficiencies relative to the Improvement Plan. A written summary of these meetings will be provided to the employee by the supervisor.

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, the employee, and his/her union representative and appropriate amendments will be made subject to the approval of the Superintendent. Such Improvement Plan will be reduced to writing and provided to the employee.

If an employee continues to work under an amended Improvement Plan for a second year, the employee and his/her union representative agrees to meet quarterly with the Superintendent-Director and supervisor. A written summary of these meetings will be provided to the employee.

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 employee who fails to improve after two (2) consecutive years on an improvement plan may be subject to termination. Such disciplinary action must meet just cause standards.

Any personnel action taken under the authority of this article will be subject to the provisions of Massachusetts General Law and/or the grievance and arbitration procedure contained herein.

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.

ARTICLE XXXVII

DURATION & SIGNATORY CLAUSE

This Agreement shall be for the period July 1, 2024 to June 30, 2027, and the terms and provisions contained herein shall become operative on the date of execution by the Union and by the Employer and shall become effective pursuant to the terms set forth in this Agreement.

Should a successor Collective Bargaining Agreement not be executed by July 1, 2024, all terms will remain in force until a successor agreement is reached.

This Agreement entered into this 16th day of May, 2024.

FOR THE GREATER LOWELL REGIONAL SCHOOL COMMITTEE:

Matthew J. Sheehan, Chairperson 

Paul E. Morin, Vice-Chairperson 

Curtis J. LeMay, Secretary 

Fred W. Bahou 

Lee Gitschier 

Ralph Hogan 

Steven A. Nocco 

Raymond Kelly Richardson 

FOR AFSCME, AFL/CIO, COUNCIL 93, LOCAL 1404:

Michael Mousseau 

Bradley Taylor 

APPENDIX A

***Greater Lowell Technical High School
AFSCME Maintenance Personnel Annual Employee Evaluation***

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

EVALUATION PERIOD: _____ **SUPERVISOR:** _____

INSTRUCTIONS: A performance review will be completed once each year for every AFSCME Security 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