

Collective Bargaining Agreement

Between the

Greater Lawrence Technical High School  
District Committee

And the

Firemen and Oilers, Local 3, SEIU  
(Custodial Unit)

Effective July 1, 2022 through June 30, 2025

## CONTENTS

		Page
ARTICLE	1 Recognition	2
ARTICLE	2 Administration of the School District	2
ARTICLE	3 Collective Bargaining Procedure	2
ARTICLE	4 Union Security	3
ARTICLE	5 Employee Serving as Union Representative	3
ARTICLE	6 Payroll Deduction of Union Dues	3
ARTICLE	7 Discrimination	4
ARTICLE	8 Federal and State Laws	4
ARTICLE	9 Maintenance of School Operations	4
ARTICLE	10 Work Schedules	5
ARTICLE	11 School Holidays	6
ARTICLE	12 Grievance Procedure	7
ARTICLE	13 Termination of Employment – Relieved, Discharged or Suspended	8
ARTICLE	14 Layoff Procedure	9
ARTICLE	15 Overtime	9
ARTICLE	16 Vacations	10
ARTICLE	17 Payment for Absences	12
	A. Sick Leave	12
	B. Personal Leave	13
	C. Absence Due to Death	13
	D. Jury Duty	13
	E. Military Leave	14
	F. Organized Reserve Forces	14
	G. Service as Judges and Clerks of Election	14
	H. Maternity Leave of Absence	14
ARTICLE	18 Leave of Absence	15
ARTICLE	19 Fringe Benefits (Insurance & Worker's Comp.)	15
ARTICLE	20 Working Conditions	16
ARTICLE	21 Wages	17
ARTICLE	22 Shift Differential	18
ARTICLE	23 Job Posting, Descriptions & Evaluations	18
ARTICLE	24 Uniforms	19
ARTICLE	25 Required Courses or Training	19
ARTICLE	26 Duration	20
	SIGNATURES	19
	APPENDIX A: Job Descriptions	21-27
	APPENDIX B: Performance Evaluation	28

## ARTICLE 1

### Recognition

The Greater Lawrence Technical High School District Committee recognizes the Firemen and Oilers as the exclusive bargaining representative for all employees, full-time and part-time Custodians, Maintenance Custodians, Inventory Custodians, Bus Drivers/Custodians and Bus Drivers as set forth in the certification by the Massachusetts State Labor Relations Board dated December 8, 1969, Case Number MCR-633, and Certification by the Massachusetts State Labor Relations Board dated March 12, 1987, Case #3697.

## ARTICLE 2

### Administration of the School District

1. The right to administer the affairs of the School District, subject to the limitations of this Agreement, is exclusively vested in, and retained by, the Greater Lawrence Technical High School District Committee.
2. In the event the School District enters into an Agreement to subcontract out any work, including, but not limited to, the takeover, sale, lease, assumption of any operation, function or a part thereof, a condition of said contracting out as defined as above, shall be that the School District requires any contractor, purchaser, lessee, or operator or successor thereto, to assume the Agreement and continue the employment of all bargaining unit employees for the term of the contract between the contractor, purchaser, lessee, or operator of successor thereto and the School District for one year following notification. No term, provision, or obligation under the Agreement shall be modified, altered, or changed in any respect by the takeover, sale, lease, assumption, or contracting out of any functions or part thereof.

## ARTICLE 3

### Collective Bargaining Procedure

1. Collective bargaining shall be conducted by the duly authorized Bargaining Representatives of the School Committee and the Firemen and Oilers Chapter 3. Each party to such bargaining shall notify the other in writing of the names of its representatives and of any changes that may occur.
2. Meetings for the purpose of collective bargaining shall be held at mutually convenient times and places on request of either of the parties of such bargaining.

## ARTICLE 4 Union Security

The School District and the Union agree that all employees covered by Article 1 of this Agreement, following the execution of this Agreement, may choose become members of the Union and shall remain members in good standing unless the member notifies both the employer and the union in writing that they wish to revoke membership and stop dues and fees deductions.

## ARTICLE 5

### Employee Serving as Union Representative

The Union shall notify the School District in writing of the name of the employee serving as Union Representative. The Union Representative may be granted reasonable time off without loss of pay for the investigation and processing of grievances providing it does not interfere with school operation.

## ARTICLE 6

### Payroll Deduction of Union Dues

1. An employee who wishes to have the School District Committee deduct the regular monthly Union dues and fees from their pay for transmittal to the Union shall execute an authorization card to be furnished by the Union in the form attached.
2. The amount of dues will be certified to the School District Committee from time to time by the Treasurer of the Union or by a duly authorized agent and the amount of dues will be uniform for all members of the Union. A certification of a change in Union dues shall become effective after the receipt by the School District Committee of such certification in writing from the Union at least fifteen (15) days prior to the start of the month in which the Union seeks to make such change effective.
3. Union dues deducted by the School District Committee shall be forwarded no later than thirty (30) days after such deduction was made.
4. An authorization by an employee for deduction of Union dues shall be cancelled automatically whenever such employee is removed from the School District Committee payroll. Members, who go out on an unpaid leave of absence and who notify the union of such leave, shall be excused from paying dues while on a no pay status. The union will notify the District to temporarily suspend dues and upon the members return to work or pay status, dues shall be deducted plus any applicable reinstatement fees assessed consistent with the Union's policies.
5. Authorization for deduction of Union dues may be revocable as provided by law.



## ARTICLE 7

### Discrimination

Neither the School District Committee nor its agents outside the bargaining unit nor the Union, its agents or members shall discriminate against any employee because of action taken by either party in processing grievances instituted in good faith under the provision of this Agreement, or because of race, creed, color, religion, sex, marital status, physical handicap, political affiliation, union activity, non-participation in the union or national origin.

## ARTICLE 8

### Federal and State Laws

In the event any valid federal or state laws or any order or direction of any Federal or State executive or administrative officer having the authority, or the final determination of any board or court of competent jurisdiction affects, in the opinion of the School District Committee, any provision of this Agreement, the provision or provisions so affected shall conform thereto. Except as so modified, the Agreement shall continue in full force and effect. Nothing contained in this article shall preclude the Union from obtaining an interpretation of the law or directive acted upon by the School District Committee from the pertinent law-making body.

## ARTICLE 9

### Maintenance of School Operations

1. There shall be no strikes, work stoppage, slowdowns, or other interferences with or interruptions of the school operations, including absences from assigned school duties to attend Union meetings at any time during the period of this Agreement. No officers or representatives of the Union shall authorize, instigate, or condone any such activity. No employee, full or part-time, shall participate in any such activity. By way of penalty for any violation of the foregoing, the School Committee shall have the right to take disciplinary action against any employee participating in the violation.

2. The School Committee shall not institute a lockout of employees during the term of this Agreement.

## ARTICLE 10

### Work Schedules

The Union and School Committee recognize the necessity for work schedules involving more than one (1) shift operation based on the efficient operation of the school. The School Committee shall have the right to introduce new work schedules, to make changes in the starting and stopping time of work schedules, and to vary the weekly and daily work schedules. As regards part-time employees, the District Committee shall have the right to introduce new work schedules, to make reasonable changes in starting and stopping times of work schedules, and to vary daily or weekly work schedules.

In situations deemed to be an emergency by the Superintendent-Director, or in his absence, any member of the administrative staff in charge, the custodial/maintenance staff in total may be assigned to an area until the emergency conditions are over.

The School Committee shall notify the Union of new work schedules, or any change in existing work schedules, at least one 10 (ten) working days in advance of the effective date, except where emergency situations make it impractical to do so. If 2<sup>nd</sup> shift custodians are assigned to 1<sup>st</sup> shift during the summer, all custodians shall receive the 2<sup>nd</sup> shift differential. Second shift custodians may choose 1<sup>st</sup> of 2<sup>nd</sup> shift during December, February and April school vacation weeks without loss of shift differential.

Under emergency conditions such as storms, state of emergencies or school emergencies, all employees are expected to report for work for their regular shift unless notified by their immediate supervisor. In the event transportation is a problem, the employee must notify his immediate supervisor, at the school or at home. Custodians who call in sick during times of school or weather-related emergencies are required to provide a doctor's note for the absence or it will be considered unexcused and leave without pay.

If an employee is called into school to work other than his normal working shift, he should be paid a minimum of four (4) hours at time and a half rate. In the event that no full-time employees are available and part-time employees are called, they shall be paid for a minimum of four (4) hours at their regular rate of pay.

Any employee leaving before the end of his scheduled work period will not do so until they have checked out with the supervisor.

## ARTICLE 11

### School Holidays

#### **THIS ARTICLE IS APPLICABLE TO FULL-TIME EMPLOYEES ONLY**

1. The following shall be recognized as holidays covered by the Agreement:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans' Day
Good Friday	Thanksgiving Day & following day
Memorial Day	Christmas Day
Fourth of July	Floating Holiday (1)
Juneteenth	Martin Luther King Day

2. Full time employees covered by this Agreement shall have one (1) "floating holiday" which may be taken at the option of the employee with prior approval of the employee's immediate supervisor.

3. When the holiday specified in paragraph 1 above falls on Saturday, the School Committee shall designate any one of the following as the day to be observed as such holiday:

- A: The day on which the calendar holiday falls or,
- B: The workday which immediately precedes the holiday or,
- C: The workday which immediately follows the calendar holiday.

4. Full-time employees covered by this Agreement will be eligible for eight (8) hours pay at straight time for those holidays designated in paragraph 1, provided the employee has worked his last scheduled shift prior to the holiday and his first scheduled shift following the observed holiday.

5. Holidays shall be computed as days worked for the purpose of computing overtime.

6. Second shift custodians assigned to first shift on Christmas and/or New Year's Eve shall work with no loss of shift differential.



## ARTICLE 12

### Grievance Procedure

To provide for the expeditious and mutually satisfactory settlement of questions arising with respect to wages and other conditions of employment or out of the interpretation or application of any terms of this Agreement, the following procedures hereinafter set forth shall be followed:

#### Step 1.

An aggrieved employee shall first discuss the complaint with his supervisor and Shop Steward with the objective of resolving the matter informally. If the matter is not resolved informally, the aggrieved shall within five (5) school days submit the complaint in writing to his supervisor via the Shop Steward. The supervisor shall convey his decision in writing to the Shop Steward within (5) school days after receiving the complaint.

#### Step 2.

The Steward may then take the grievance to the Union who will present it to the Superintendent-Director in writing. The Union Steward, Business Agent and the employee shall meet with the Superintendent-Director at a time mutually convenient to discuss the grievance. Within ten (10) school days after receiving the grievance, the Superintendent-Director will render his decision in writing to the Union Business Agent.

#### Step 3.

If the grievance is not resolved in Step 2, the Union may appeal within ten (10) school days in writing to a sub-committee comprised of three (3) members of the District School Committee. The Union Business Agent or a National Representative and the aggrieved will then present the grievance to the School District sub-committee at a time mutually agreeable to both parties. The Superintendent-Director may be present at that meeting. Within ten (10) school days after discussing the grievance, the School District Sub-Committee will communicate its reply to the Union in writing.

#### Step 4.

If the grievance remains unresolved after Step 3, the Union may appeal within ten (10) school days in writing to the full School Committee. The School District Committee shall meet with the Union Business Representatives and/or National Representative and the aggrieved at a time that is mutually convenient to discuss the grievance. The School District Committee, within ten (10) school days following the discussion, will forward their answer in writing to the Union Representatives.

#### Step 5.

If the grievance cannot be resolved at Step 4, it may be taken to the American Arbitration Association for arbitration. Submission to arbitration must be made within thirty (30) days after the expiration of the last final grievance procedure. The decision of the arbitrator shall be final and binding on both parties. Expenses of arbitration shall be shared equally by both parties. The arbitrator shall have no power to alter, amend, add to, or detract from



the language of this Agreement. Where it is evident that the time intervals set forth for answering or appealing grievances cannot be met, they may be extended as mutually agreed upon.

Should the Union fail to process a grievance through a next higher step within the ten (10) school days after receiving an answer at a previous step, the grievance shall be considered closed.

An employee may review his own personnel record and, upon his specific request, such "personnel record" may be reviewed by a Union Representative.

Nothing contained in this Agreement shall deprive any individual employee of the right to discuss with the Superintendent-Director and/or the School Committee matters in his own interest.

### ARTICLE 13

#### Termination of Employment – Relieved, Discharged or Suspended

1. In all cases in which the Superintendent-Director or his/ her designee's termination of an individual's employment is classified as "relieved" or "discharged" the Union shall be notified of the action being taken by the Superintendent-Director or his/ her designee as soon as practicable after the employee is notified. Such notice shall precede the effective date of termination of employment except that when the Superintendent-Director or his/ her designee considers it necessary to remove an employee from the school premises, the Superintendent-Director or his/ her designee may do so without advance notice. In such a case, the Union Representative shall be notified forthwith. The Superintendent-Director may suspend an employee for a period of three (3) days for reasons of misconduct or insubordination.
2. In all cases where the Superintendent-Director suspends an employee for disciplinary reasons, the Union Representative shall be notified of the action being taken by the Superintendent-Director as soon as practicable after the employee is notified.
3. The union may question the justification of the action taken within (7) calendar days after the effective date provided the employee has a term of employment of more than ninety (90) days. Any such question shall be considered in accordance with the grievance procedure prescribed in Article 12.
4. If settlement is not reached in the grievance procedure such dispute may be referred to arbitration provided the employee has more than six (6) months service with the School District on the date the disciplinary action was taken. However, in such case the arbitrator's authority shall be limited to a determination of whether or not the Principal has acted unreasonably in relieving, discharging or suspending such employee.

5. Should the arbitrator decide the action of the Superintendent-Director or his/ her designee was unreasonably taken, the employee shall be offered reinstatement and, if reinstated, shall be paid at straight time for time lost within his work schedule less any amount paid to or received by the employee as wages in other employment and as unemployment benefits under any provisions of the law subsequent to the date of termination.

6. Any balance due the employee under paragraph 5, shall be further reduced by any money other than wages received from the School Committee at the time of being relieved, discharged or suspended.

7. No employee may punch or write on the time card of another employee. Employees found in violation of this section are subject to immediate dismissal.

## ARTICLE 14

### Layoff Procedure

1. When lack of work necessitates decreasing the work force, all employees shall be selected for layoff in the inverse order of their term of employment from the occupation affected and based upon qualifications.

a. In the event of layoff where employees maintain the same date of hire, the school reserves the right to select the affected employee.

2. If it should become necessary to fill a job vacancy by hiring, former qualified employees who have been laid off within the preceding twelve (12) calendar months shall be given first consideration for the vacancy provided they have not previously refused an opportunity for re-employment.

3. Notwithstanding anything contained herein to the contrary, the Union Steward shall be entitled to "super seniority" i.e., last laid off, first re-hired.

## ARTICLE 15

### Overtime

1. It is recognized by both parties that the efficient operation of the school may require overtime work (i.e., work outside the employee's work schedule), and that the job must be manned by qualified employees on an overtime basis. The amount of overtime and the schedule for such overtime will be established by the Director of Facilities and approved Superintendent-Director.

The Director of Facilities, in scheduling overtime work, will distribute it as evenly as practicable among full-time employees normally engaged in the work involved. An

employee scheduled for overtime work shall work unless they have an adequate reason for not doing so, in which event they will be excused provided that other qualified employees are available to do the work.

2. Hours worked over forty (40) hours in an employee's weekly work schedule shall be paid at time and one-half (1 ½).

a. In the event the school building is closed due to extreme and dangerous weather conditions and the custodial staff are instructed not to report, the 8 hours of pay will count towards overtime calculations in that week.

3. Hours worked on the sixth or the seventh consecutive day of an employee's scheduled workweek will be paid at one and one-half times the employee's hourly rate.

4. Should it be necessary to schedule an employee to work on a holiday as defined in Article 11, except for Christmas, Thanksgiving, and New Year's Day, he shall be paid holiday pay plus time and one-half (1 ½) per hour for hours actually worked on the designated holiday. Employees scheduled to work on Christmas, Thanksgiving or New Year's Day will be paid holiday allowance plus double time (2 times the hourly rate) for hours actually worked on those days.

## ARTICLE 16

### Vacations

1. For the purpose of this article, an "employee" is one who is on the Director of Facilities regular full-time payroll during their scheduled vacation absence.

2. An employee will accrue and be granted vacation with pay during the fiscal year in accordance with the following table and subsequent provisions of this Article based on their term of employment as of July 1 of the current fiscal year.

TERM OF EMPLOYMENT (Months)	VACATION ELIGIBILITY (days)
Less than 4.....	0
6.....	3
7.....	4
8.....	5
9.....	7
10.....	8
11.....	9

3. A full-time employee with less than five (5) years employment before June 30th of the current fiscal year will accrue and be granted ten (10) paid vacation days per fiscal year.



4. A full-time employee who completes a term of employment of five (5) years on or before June 30th of the current fiscal year will accrue and be granted fifteen (15) paid vacation days per fiscal year.

5. A full-time employee who completes a term of employment of ten (10) years on or before June 30th of the current fiscal year will accrue and be granted twenty (20) days vacation with pay per fiscal year.

6. A full-time employee who completes a term of employment of fifteen (15) years on or before June 30th of the current fiscal year will accrue and be granted twenty-three (23) days vacation with pay per fiscal year.

7. A full-time employee who completes a term of employment of twenty (20) years on or before June 30th of the current fiscal year will accrue and be granted twenty-six (26) days vacation with pay per fiscal year.

When eligible for twenty-six (26) days vacation, an employee may take three (3) consecutive weeks, and must schedule the remaining days by mutual Agreement with the school. This is not to eliminate the possibility of the remaining days being taken consecutively, but is understood that the use of the remaining days is by mutual consent. The amount of vacation to which the employee will be entitled in accordance with the above provisions will be reduced by one twelfth ( $1 \frac{1}{12}$ ) for each period of thirty (30) consecutive calendar days unpaid absence occurring, or expected to occur, during the twelve (12) months immediately preceding June 30th of the current fiscal year. In the amount to be subtracted, fractions of more than one-half ( $1/2$ ) day will be considered as one (1) day.

8. Every vacation shall be taken at such time as, in the opinion of the Director of Facilities and approved Superintendent-Director, will cause the least interference with school operations. Employees may not take vacation during the school vacation periods: One week prior to the closing of school in June and one week following the closing of school in June, and two weeks prior to the opening of school in September. Vacation requests for the two weeks prior to opening of school will require prior approval from the Superintendent-Director or his/her designee.

Two (2) custodians may be on vacation at any time during the fiscal year with the prior approval of the Supervisor. This shall not include employees in classifications such as non-custodial maintenance or bus drivers, who shall be subject to only one (1) in such classification being out at any one time during the fiscal year and with prior approval from the Supervisor. In no case shall more than two (2) custodians and one (1) maintenance/bus driver be on vacation at any given time during the fiscal year.

9. Employees shall use all days accrued in a fiscal year by June 30<sup>th</sup>, unless prior approval to carry over is granted, in writing, by the Superintendent-Director. The maximum carryover, if approved, shall not exceed three (3) days in any fiscal year. In situations where an employee was not able to use vacation time due to the needs of the District, and where



an employee who has more than three (3) days' unused vacation balance at the end of the fiscal year, the District shall pay out all unused days, up to five (5) days, beyond the 3 day carry over, by June 30<sup>th</sup> of the year in which the employee was not granted time off due to business needs.

9. When a full-time employee's vacation includes a paid holiday, an extra day off with pay will be granted in lieu thereof, which ordinarily shall be taken continuously with other vacation due.

10. A full-time employee's term of employment shall be given consideration in the scheduling of vacations. Employees who wish to take vacation during the summer months shall submit vacation requests between March 1 and May 31<sup>st</sup>. Employees may also select vacation periods outside of the summer months during this selection time. The vacation selection list shall be rotated through employees twice and time off will be granted by seniority. The first rotations will be to select the first week off, the second rotation will be to choose additional weeks off. Employees who are allowed to choose three (3) consecutive weeks off, consistent with section 7 of this article, shall be allowed to do so on the first rotation if they so choose. Vacation selection submitted after May 31<sup>st</sup> shall be subject to mutual agreement and on a first come, first serve basis.

11. Personal days may not be added to vacation periods to extend the vacation unless prior approval is granted by the employee's immediate supervisor.

12. Vacation requests must be made at least five (5) working days prior to the start of the vacation period.

13. Vacation time counts towards hours worked in a week for purposes of calculating overtime.

## ARTICLE 17

### Pay Treatment of Absences

#### A. SICK LEAVE

1. Full-time employees covered by this agreement shall be allowed fifteen (15) days sick leave with pay annually. Unused sick leave will be cumulative to 250 days maximum.

2. Employees must call the 4000 absence line or a school representative at least one hour before the start of their shift, if a sick day is to be used.

3. The Superintendent/Director may request a doctor's certificate from employees who are absent three or more (3+) consecutive days. A custodian returning from sick leave or worker's compensation requesting light duty provisions may be sent to the School's occupational health care provider for evaluation. Employees recommended for light duty work shall remain on light duty status up to a maximum of 30 calendar days.

4. For eligible members who have worked a minimum of 15 years for the school district: Upon the retirement or death of any employee covered by this agreement who has unused sick leave, the District shall “buy back” such unused sick leave at the rate of 45%. The employee or his estate shall be paid such funds based on the 45% computation. Notwithstanding the foregoing, there will be a cap of 210 days on the number of sick leave days available for “buy back” upon retirement or death. This cap shall not apply to the accumulation of sick leave available for use, which shall remain at 250 days.  
4 (a): This provision shall be eliminated for all new hires upon ratification of the fiscal year 2014-2017 C.B.A.

5. Any employee who has accumulated 170 sick days may annually at the end of the current fiscal year elect to redeem eight (8) sick days at the rate of 40% of their daily rate of pay, exclusive of overtime, provided that said employee has not used more than five (5) sick days during the past fiscal year. A minimum of 160 days accumulated sick leave must remain on record following redemption. Application for redemption of sick leave must be made within five (5) working days following the end of the current fiscal year.

6. The school reserves the right to deem all medical absences over one (1) week as *Family Medical Leave*, subject to the provisions of the federal laws pertaining to the *Family Medical Leave Act*.

7. Sick time does not count towards the calculation of overtime unless a doctor’s note is provided for the absence(s).

#### B. PERSONAL LEAVE

A full-time employee shall be granted four (4) days of personal leave in any calendar year with pay to attend to personal business that cannot be conducted outside of school hours. Personal leave shall not be cumulative from year to year but shall be credited to sick leave if not used during the current year. Employees are required to have prior approval of their immediate supervisor before taking personal leave.

B-1: Personal time counts towards hours worked in a week for purposes of calculating overtime.

#### C. ABSENCE DUE TO DEATH

A full-time employee shall be granted reasonable absence with pay for a period not to exceed five (5) days in the event of a death of a spouse, a child, or a parent. A full-time employee shall be granted reasonable absence with pay for a period not to exceed three (3) days in the event of the death of a mother or father-in-law, sibling, son or daughter-in-law, grandparent or any relative residing with the employee.



#### D. JURY DUTY

A full-time employee summoned for jury duty or to serve as a witness (not as plaintiff or defendant) in a court case which necessitates absence from assigned school duties within his/her work schedule shall be paid at straight time the difference between the compensation for such service and his regular salary. Such employee shall report for his/her regular duties while excused from such attendance in court unless it is impossible or unreasonable to do so.

#### E. MILITARY LEAVE

Military leave of absence without pay may be granted to a permanent full-time employee inducted into the armed forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.

#### F. ORGANIZED RESERVE FORCES

Every full-time employee who is a member of a reserve component of the Armed Forces of the United States shall be granted such leave without loss of pay in accordance with Section 59 of Chapter 33 of the General Laws after furnishing official evidence that he has been ordered to duty. It is agreed, however, that in the interest of minimizing the interruption of school operations, the employee, the union and the Superintendent-Director will exhaust every effort to attempt to schedule the reserve training during July and August where possible.

#### G. SERVICE AS JUDGES AND CLERKS OF ELECTION

A full-time employee appointed to serve as a judge, or a clerk of election which necessitates absence from assigned school duties within their work schedule may be excused for such absence, consistent with the efficient operation of the school and when so excused shall be paid for such absence the amount, if any, by which the employee's pay at straight time exceeds the compensation received for such election board service.

#### H. PARENTAL LEAVE OF ABSENCE

Every member shall be entitled to a twelve (12) week parental leave if the employees complies with the following conditions:

- a. The employee provided a doctor's statement attesting to the pregnancy and expected delivery date or comparable adoption documentation; and
- b. The employee has been employed for three (3) consecutive months; and
- c. The employee gives at least two (2) weeks' notice of the expected departure date and intended date of return.

The employer shall provide all bargaining unit employees six (6) weeks of paid leave during a parental leave of absence. An employee has the option of using current or accumulated sick leave to the extent available for a period of up to one (1) year after the initial six (6) week paid period.

The School Committee may grant extension of the original leave upon request for a total period ending not later than one (1) year from date of confinement.

An employee returning from a maternity leave shall be placed on the salary schedule at the rate in effect at the time of their return to work.

## ARTICLE 18

### Leave of Absence

An employee covered by this agreement may request a leave of absence for a period of not more than six (6) months. The School Committee may grant the request for the leave of absence provided it will not interfere with the efficient operation of the school. An employee may not accept employment elsewhere while on leave of absence. Failure to comply with this provision may result in disciplinary action.

## ARTICLE 19

### Fringe Benefits

#### A. HEALTH AND GROUP LIFE INSURANCE

1. Effective July 1, 2016: Cost sharing is 80%/20%. The School will contribute a dollar amount to Master Medical enrollees equal to the current cost of the individual and family plans respectively. The District and Union have entered into a health insurance agreement pursuant to M.G.L. c. 32B, Section 19. Health insurance benefits to all GLTS subscriber will be administered by Blue Cross Blue Shield of MA (or similar carrier as agreed upon by the Public Employee Committee).

2. A full-time employee who chooses to retire early (i.e., before age 65), and who has ten (10) or more years of service with the school will continue to have the same Blue Cross-Blue Shield coverage as a working employee up to age 65. The premium of the insurance coverage shall be consistent with the terms outlined in the PEC Agreement.

3. The School District Committee shall provide 99% of the premium cost of a life insurance policy in the amount of \$20,000 for each full-time employee covered by this Agreement.



4. Longevity Payment: Full-time employees covered by this Agreement shall receive annual longevity payments as follows:

10-14 years	\$575.00
15-19 years	\$1,075.00
20-24 years	\$1,500.00
25-29 years	\$1,750.00
30+ years	\$2,200.00

#### B. WORKERS' COMPENSATION

1. The School District Committee provides worker's compensation insurance for employees in accordance with state and federal law. Once an injury is accepted as worker's compensation by the insurance carrier, the District will compensate an employee on worker's compensation in an amount equal to the difference between the worker's compensation rate (60% of gross pay) and the remaining 40% of the employee's gross wages for a period of up to sixty (60) calendar days.
2. With the exception of the first five days' waiting period for worker's compensation that will be charged to sick leave, additional sick leave shall not be utilized during the 60-day period. Following the 60-day period, if an employee so chooses, 2 (two) sick days per week shall be charged to an employee's sick leave accrual to make up the 40% compensation difference from worker's compensation.

### ARTICLE 20

#### Working Conditions

1. The School Committee will provide one (1) rest period of ten (10) minutes during each four-hour work period for all employees covered by this Agreement.
2. Each employee covered by this Agreement will receive a thirty (30) minute unpaid meal period during a normal shift. Custodians who leave the premises for meal breaks are required to notify the Supervisor or Lead Custodian and must punch out.
3. The cost of bonding, physical examinations as a condition of employment, identification fees, and bus driver's licenses will be paid for by the School Committee.
4. Employees will be allowed reasonable wash-up time when necessary.
5. Should a custodian lose his driver's license he may still retain his custodial position if there is one available.

6. The authorized Union Representative of the Union shall have the right to schedule Union meetings before or after regular work hours and during lunch time of the employees as long as no cost is involved.

7. The School Committee shall make available to the Union, upon its reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

8. When the school's gymnasium is used for an event or athletics on a Sunday evening, where a custodian isn't already scheduled, a custodian will be called to work overtime to clean up prior to the beginning of the first shift on Monday morning.

9. A safety eye wash device will be provided in the school's swimming pool area.

10. *Probationary Period*: Effective upon ratification of fiscal year 2014-2017 C.B.A.:

Section 1. New employees hired into the bargaining unit shall be considered as probationary employees for the first (6) six months of their continuous employment.

Section 2. The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of (6) six months.

Section 3. Each probationary employee shall be evaluated by the Maintenance Supervisor. Such evaluations shall be recorded in writing by the Maintenance Supervisor.

Section 4: Upon the completion of the (6) six probationary period, the Maintenance Supervisor shall also indicate his/her recommendation for the retention or termination of such employee.

Section 5: The termination of a probationary period employee at any time within the first (6) six months is not subject to the grievance and arbitration provisions of the C.B.A.

## ARTICLE 21

### Wages

#### STEP 1    STEP 2    STEP 3    STEP 4    STEP 5

<b>FY 23</b>					
<b>7/1/22 - 2.0%</b>	25.83	26.87	27.94	29.06	30.52
<b>6/30/2023 - 2.0%</b>	26.35	27.41	28.50	29.64	31.13

<b>FY 24 - 3.0%</b>	27.14	28.23	29.36	30.53	32.06
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7/1/23 -6/30/24					
FY 25 - 3.0%	27.95	29.08	30.24	31.44	33.03
7/1/24 -6/30/25					

## ARTICLE 22

### Shift Differential

1. All full-time employees assigned to second shift positions will be paid an additional 10% on his/her hourly rate.
  - a. The Lead Custodian on the second shift will be paid an additional 10% on his/her hourly rate.
2. All full-time employees assigned to third shift positions will be paid an additional 15% on their hourly rate for all hours worked between midnight and 3 a.m.
3. All full-time employees whose hourly rate includes shift differential pay shall receive the same hourly payment rate on holidays, vacations and sick leave.
4. The School will pay up to a 25% shift differential if hiring a maintenance custodian with a trade license, such as electrician, plumber or construction supervisor, which would allow them to do work in which said license is required by law. Additional differential shall be based upon experience.
5. The school will pay between 10 and 20% differential for the Inventory Custodian's Position.

## ARTICLE 23

### Job Posting, Job Descriptions & Performance Evaluations

1. The school agrees that in the case of a new or vacant job, such job will be posted where members of the bargaining unit may observe it for a period of ten (10) working days. The job posting will describe the job for bid and its qualifications and requirements. In the case that two or more applicants who bid for the job are equally qualified, e.g., skills and ability to perform, then the most senior person will be awarded the job.
2. Please refer to the job description for Custodian, Lead Custodian, Custodian with C.P.O. Certification and Maintenance Custodian attached as Appendix A. Please refer to Appendix B as the annual performance evaluation, which will be conducted by the Manager/Supervisor and completed no later than June 1<sup>st</sup> of each school year.



## ARTICLE 24

### Uniforms

Upon hire, the School District Committee agrees to provide summer and winter uniforms to all members of the bargaining unit covered by this Agreement. The District can use a vendor of their choice. In addition, the District Committee will provide a uniform allowance of \$700.00 to each custodian during each year of the contract in (month to be determined) to purchase new uniforms and work shoes each year. Uniforms as provided must be worn by the employee. Uniforms provided for all employees must be worn during working hours. Failure to wear such uniforms will result in said employee not being allowed to work that day and forfeiture of the day's pay. The School Committee will provide foul weather gear (outer clothing and footwear) to those employees assigned outside duties in inclement weather.

Jeans, t-shirts and sneakers are not considered part of the uniform and are not permitted attire. The School will purchase t-shirts with the G.L.T.S. logo for the summer months when school is not in session.

## ARTICLE 25

### Required Courses or Training

The District Committee agrees to reimburse any member of the bargaining unit for the tuition and/or registration expenses incurred in the taking and satisfactory completion of a course or training program required and approved by the Superintendent-Director.

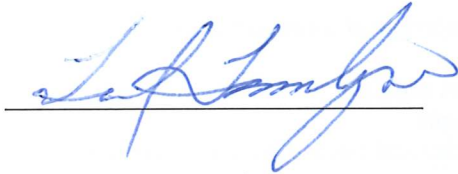


ARTICLE 26

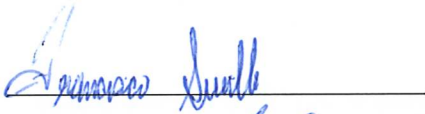
Duration

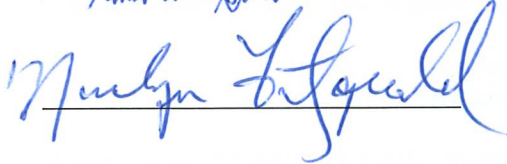
This Agreement shall become effective July 1, 2022, only if ratified by the District Committee and the Firemen and Oilers Local 3 S.E.I.U. Union and when so ratified shall continue in force and effect until 11:59 p.m. on June 30, 2025, and thereafter from year to year unless sixty (60) days written notice is given either party by mail. Such written notice shall contain therein any changes desired by the party giving notice and conferences shall be arranged and undertaken within thirty (30) days after the service of said notice. Negotiations of this Agreement shall continue in full force and effect until a new Agreement is signed.

FOR THE SCHOOL DISTRICT  
COMMITTEE









Date 12-6-2022

FOR THE FIREMEN AND OILERS,  
LOCAL 3:  
G.L.T.S. CUSTODIAL UNION

 12-6-22

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A:

### Position Description

~ *Custodian* ~

#### DEFINITION:

Under the direction of an assigned supervisor, performs a variety of custodial duties during day and evening hours including cleaning, waxing, polishing and shampooing tile and carpeted floors; cleans and maintains classrooms, offices and buildings in an orderly and secure condition.

#### ESSENTIAL FUNCTIONS:

*The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the position.*

1. Sweep, mop, scrub, seal, wax, polish, vacuum and shampoo carpeted areas and tile, VCT and terrazzo flooring; remove and apply finishes as required.
2. Operate floor care equipment including buffers, wet and dry vacuums and carpet shampoo machines; maintain equipment in good working order.
3. Clean and maintain classrooms, offices, buildings in an orderly and secure condition.
4. Painting and light plumbing work as necessary.
5. Turn out lights and secure area by locking doors, windows and gates.
6. Assist in testing cleaners, detergents, waxes and other agents.
7. Clean and sanitize restroom toilets, sinks and mirrors. Clean and sanitize drinking fountains.
8. Dust, wash and polish furniture and woodwork.
9. Empty and clean waste receptacles.
10. Wash windows, walls and chalkboards; polish metal work.
11. Fill paper and soap dispensers; replenish supplies.
12. Replace light bulbs as assigned.
13. Move, arrange and set up furniture and/or equipment for sporting or special events and meetings as required.
14. Raise, lower, fold and store flags following appropriate protocol.
15. May perform general seasonal grounds keeping work around the school site such as weeding flower beds, raking leaves, edging and watering lawns.
16. Any additional duties as required by the Custodial Supervisor, Manager of Plant Operations and/or Principal.

#### EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and one year responsible custodial experience involving floor care duties; must possess a valid driver's license.

#### KNOWLEDGE, ABILITY AND SKILL:

- Knowledge of the methods, materials and equipment used in cleaning, waxing, polishing and shampooing various types of floor surfaces.
- Knowledge of the methods, materials and equipment used in custodial activities.
- Knowledge of basic safety practices related to custodial activities.
- Ability to clean and wax classroom and terrazzo floors; shampoo all carpeted areas.
- Ability to clean and maintain classrooms and offices in an orderly and secure condition.
- Ability to learn and maintain cleaning schedules of assigned areas.
- Ability to operate various types of electrical cleaning equipment including floor care equipment.

- Ability to work effectively without close supervision and understand/follow oral and written instructions.
- Must be able to establish and maintain cooperative relationships with those contacted in the course of work.
- Ability to drive between work assignments as scheduled.

#### WORK ENVIRONMENT:

*The work environment characteristics described here are representative to those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

**Physical Demands:** Work is performed indoors and outdoors; inside work involves exposure to unpleasant conditions such as dust, dirt, fumes and chemicals and cleaning agents; outside work is performed under varying environmental conditions; incumbent may be exposed to inclement weather conditions. May come in contact with toxic or caustic chemicals, fumes and work in precarious places. Other work conditions include working near moving mechanical parts; subject to lifting and moving heavy objects and climbing ladders. Errors could result in damage to buildings and equipment and create some hazards to safety. Ability to perform moderate to heavy physical labor and lift up to a maximum of 60 pounds is required.

*Job description created February 17, 2009.*



## Position Description

### ~ *Lead Custodian* ~

#### DEFINITION:

Under the direction of the Supervisor or Manager, assumes responsibility for assigning work and its completion to second shift custodians. The Lead Custodian performs a variety of custodial duties during evening hours while ensure that the building is maintained in an orderly and secure condition. This position will receive a 10% base pay stipend.

#### ESSENTIAL FUNCTIONS:

*The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the position.*

1. Apprises Manager of Plant Operations of any potential maintenance or facility problems and any equipment needing repair on a regular basis.
2. Informs Manager of Plant Operations of custodial work completed; notes and reports significant maintenance needs and signs of damage, theft or vandalism.
3. Plans, coordinates and assigns work of staff; inspects work; ensures cleanliness of the facility.
  - a. Ensures second shift custodians have the proper equipment and cleaning supplies to perform their duties.
4. Responsible for the opening and locking-up of various offices; may secure the building at the close of business.
  - a. Turn out lights and secure area by locking doors, windows and gates.
- i. Replace light bulbs as assigned.
5. Oversees and assists in performing custodial duties as required; performs routine minor repairs.
  - a. Sweep, mop, scrub, seal, wax, polish, vacuum and shampoo carpeted areas and tile, VCT and terrazzo flooring; remove and apply finishes as required.
  - b. Operate floor care equipment including buffers, wet and dry vacuums and carpet shampoo machines; maintain equipment in good working order.
  - c. Clean and maintain classrooms, offices, buildings in an orderly and secure condition.
  - d. Assist in testing cleaners, detergents, waxes and other agents.
  - e. Clean and sanitize restroom toilets, sinks and mirrors; clean and sanitize drinking fountains.
  - f. Dust, wash and polish furniture and woodwork.
  - g. Empty and clean waste receptacles.
  - h. Wash windows, walls and chalkboards; polish metal work.
  - i. Fill paper and soap dispensers; replenish supplies.
6. Move, arrange and set up furniture and equipment for sporting or special events and meetings as required.
7. Raise, lower, fold and store flags following appropriate protocol.
8. May perform general grounds keeping work around the school site such as weeding flower beds, raking leaves, edging and watering lawns.
9. Any additional duties as required by the Manager of Plant Operations and/or Principal.

#### SUPERVISION:

The Lead Custodian oversees Building Custodians on the second shift.

#### EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and a minimum of five years responsible custodial experience involving floor care duties; must possess a valid driver's license.

#### KNOWLEDGE, ABILITY AND SKILL:

- Knowledge of the methods, materials and equipment used in cleaning, waxing, polishing and shampooing various types of floor surfaces.
- Knowledge of the methods, materials and equipment used in custodial activities.
- Knowledge of basic safety practices related to custodial activities.
- Ability to clean and wax classroom and terrazzo floors; shampoo all carpeted areas.
- Ability to clean and maintain classrooms and offices in an orderly and secure condition.
- Ability to learn and maintain cleaning schedules of assigned areas.
- Ability to operate various types of electrical cleaning equipment including floor care equipment.
- Ability to work effectively without close supervision and understand/follow oral and written instructions.
- Must be able to establish and maintain cooperative relationships with those contacted in the course of work.
- Ability to drive between work assignments as scheduled.

#### **WORK ENVIRONMENT:**

*The work environment characteristics described here are representative to those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

**Physical Demands:** Work is performed indoors and outdoors; inside work involves exposure to unpleasant conditions such as dust, dirt, fumes and chemicals and cleaning agents; outside work is performed under varying environmental conditions; incumbent may be exposed to inclement weather conditions. May come in contact with toxic or caustic chemicals, fumes and work in precarious places. Other work conditions include working near moving mechanical parts; subject to lifting and moving heavy objects and climbing ladders. Errors could result in damage to buildings and equipment and create some hazards to safety. Ability to perform moderate to heavy physical labor and lift up to a maximum of 60 pounds is required.

*Job description revised October 15, 2008.*

## **Position Description**

*~ Custodian with C.P.O. Certification ~*

**DEFINITION:**

Under the direction of a supervisor, performs a variety of custodial duties, primary of which are cleaning and maintenance of the pool including responsibility for pool and spa chemistry, testing, treatment, filtration, maintenance, automatic feeding equipment, adherence to state and local government requirements. Other general duties include cleaning and maintaining gyms and offices in an orderly and secure condition. This position will receive a 10% base pay stipend.

**ESSENTIAL FUNCTIONS:**

*The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the position.*

1. Respond to mechanical and maintenance problems with the pool, and to detect the potential of such problems before they occur.
2. Adheres to Department of Public Health 105 CMR – 1761 105 CMR 435.00: Minimum standards for swimming pools.
  - a. Responsible for recording chemical and pH levels, water clarity, taking and recording water readings in accordance with MA code.
3. Sweep, mop, scrub, seal, wax, polish, vacuum and shampoo carpeted areas and tile, VCT and terrazzo flooring; remove and apply finishes as required.
4. Operate floor care equipment including buffers, wet and dry vacuums and carpet shampoo machines; maintain equipment in good working order.
5. Clean and maintain pool and gym area.
6. Turn out lights and secure pool and gym areas.
7. Assist in testing cleaners, detergents, waxes and other agents.
8. Clean and sanitize restroom toilets, sinks and mirrors. Clean and sanitize drinking fountains.
9. Dust, wash and polish furniture and woodwork.
10. Empty and clean waste receptacles.
11. Fill paper and soap dispensers; replenish supplies.
12. Replace light bulbs as assigned.
13. Any additional duties as required by the Maintenance Supervisor or Lead Custodian.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to graduation from high school and one year responsible custodial experience involving floor care duties; must possess a valid driver's license. CPO® certification is required and must be maintained.

**KNOWLEDGE, ABILITY AND SKILL:**

- Must receive CPO training from NSPF® certified instructors.
- Knowledge and ability to clean and maintain a public pool.
- Knowledge of the methods, materials and equipment used in cleaning, waxing, polishing and shampooing various types of floor surfaces.
- Knowledge of the methods, materials and equipment used in custodial activities.
- Knowledge of basic safety practices related to custodial activities.
- Ability to clean and wax classroom and terrazzo floors; shampoo all carpeted areas.
- Ability to clean and maintain classrooms and offices in an orderly and secure condition.
- Ability to learn and maintain cleaning schedules of assigned areas.
- Ability to operate various types of cleaning equipment.
- Ability to work effectively without close supervision and understand/follow oral and written instructions.
- Must be able to establish and maintain cooperative relationships with those contacted in the course of work.



**WORK ENVIRONMENT:**

*The work environment characteristics described here are representative to those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

**Physical Demands:** Work involves exposure to unpleasant conditions such as dust, dirt, fumes and chemicals and cleaning agents; outside work is performed under varying environmental conditions; incumbent may be exposed to inclement weather conditions. May come in contact with toxic or caustic chemicals, fumes and work in precarious places. Other work conditions include working near moving mechanical parts; subject to lifting and moving heavy objects and climbing ladders. Errors could result in damage to buildings and equipment and create some hazards to safety. Ability to perform moderate to heavy physical labor and lift up to a maximum of 60 pounds is required.

*Job description created July 18, 2012.*

**Position Description:**  
**~ Maintenance Custodian ~**

**DEFINITION:**

Under general supervision, perform a wide variety of custodial and maintenance duties in order to provide a clean, orderly and safe environment. This position will receive a 15% base pay stipend.

**ESSENTIAL FUNCTIONS:**

*The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the position.*

2. The Maintenance Custodian performs custodial and maintenance duties in and around the facility; troubleshoots, performs minor repairs and responds to emergency calls for service.
3. Schedules, coordinates, direct and perform routine and comprehensive custodial maintenance.
4. Vacuums, shampoos and spot clean carpets and furniture; washes windows; disinfect restrooms; remove trash; restock supplies as needed.
5. Performs various maintenance and custodial duties such as installation and repair to fixtures in restrooms, labs and classrooms.
6. Troubleshoots and repairs minor plumbing and electrical problems; replaces a variety of light bulbs and lighting accessories.
7. Grounds keeping duties as required.
8. Operates power equipment such as forklifts, carpet extractors, pressure washer, hand and power tools and campus vehicles.
9. Performs preventative maintenance in and around facilities.
10. Directs the work of coop-students and short-term, non-continuing employees.
11. Any other relative custodial and maintenance duties as required.

**EDUCATION AND EXPERIENCE:**

High school diploma with maintenance and custodial experience in a school setting is required. Background in construction trades and MA Construction License is preferred. Valid driver's license is required to drive school vehicles.

**KNOWLEDGE, ABILITY AND SKILL:**

Ability to:

- Work with pesticides; safely dispose of hazardous materials; identify stains and use proper chemicals for their removal; operate manual and power equipment; work effectively in and around the public; perform physical labor; understand and carry out oral and written directions; maintain cooperative working relationships; demonstrate sensitivity to, and respect for a diverse population.
- Ability to operate construction, maintenance and custodial equipment.

Knowledge of:

- Methods of maintaining, cleaning and preserving a variety of surfaces; proper use of a wide range of chemicals according to state and federal regulations; handling and disposing of hazardous materials with care.
- MA construction laws.

**WORK ENVIRONMENT:**

*The work environment characteristics described here are representative to those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Physical Demands: Must be able to perform physical activities, such as but not limited to: Lifting heavy items (up to 60 lbs. unassisted), bending, standing, climbing or walking. Must be able to work safely in an environment containing caustic chemicals, cleaning materials, dust and noise. Routinely required to work under inclement weather conditions. Must be able to operate custodial and maintenance equipment without assistance.

*Job description created July 19, 2012.*

## EVALUATION FORM FOR CUSTODIAL STAFF – Appendix B

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Each employee must be evaluated once during each school year. Additional evaluations may be done based upon performance issues that are rated as “Needs Improvement” or “Unacceptable”.

**Rating System:** E (Excellent); G (Good); S (Satisfactory); N (Needs Improvement); U (Unacceptable).

### General

1. Work appearance: \_\_\_\_\_
2. Ability to learn new tasks: \_\_\_\_\_
3. Quality of work: \_\_\_\_\_
4. Quantity of work: \_\_\_\_\_
5. Courtesy: \_\_\_\_\_
6. Attendance: \_\_\_\_\_
7. Punctuality: \_\_\_\_\_

### Specific

1. Job knowledge: \_\_\_\_\_
2. Cooperation: \_\_\_\_\_
3. Reliability: \_\_\_\_\_
4. Initiative: \_\_\_\_\_
5. Judgment: \_\_\_\_\_
6. Time on tasks: \_\_\_\_\_
7. Flexibility: \_\_\_\_\_
8. Accuracy: \_\_\_\_\_

Comments on specific strengths and weaknesses: *Include goals and/or recommendations to be met before the next evaluation.*

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Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The employee's signature does not indicate Agreement with the evaluation, only that she/he has reviewed and discussed its contents with the evaluator. The employee has the ability to provide an addendum with comments relative to this evaluation.

Cc: Employee Record  
Employee  
Evaluator



