

CUSTODIAL CONTRACT

JULY 1, 2024 - JUNE 30, 2027

HOOSAC VALLEY REGIONAL SCHOOL COMMITTEE

AND

AFSCME- COUNCIL 93 - LOCAL 204

HOOSAC VALLEY REGIONAL SCHOOL DISTRICT
and
AFSCME - LOCAL 204

July 1, 2024 - June 30, 2027

TABLE OF CONTENTS

	Page
ARTICLE 1 - RECOGNITION AND JURISDICTION	1
ARTICLE 2 - INTENT OF PARTIES	1
ARTICLE 3 - COMMITTEE PREROGATIVES	2
ARTICLE 4 - DUES CHECKOFF	2
ARTICLE 5 - UNION REPRESENTATIVES	3
ARTICLE 6 - NON-DISCRIMINATION	3
ARTICLE 7 - DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION	3
ARTICLE 8 - HOURS OF EMPLOYMENT AND OVERTIME PAY	4
ARTICLE 9 - WAGES	5
ARTICLE 10 - HOLIDAYS	6
ARTICLE 11 - VACATIONS	7
ARTICLE 12 - SICK LEAVE	8
ARTICLE 13 - INJURY IN THE COURSE OF EMPLOYMENT	9
ARTICLE 14 - SEVERANCE PAY	9
ARTICLE 15 - TRANSPORTATION	10
ARTICLE 16 - TEMPORARY LEAVES OF ABSENCE	10
ARTICLE 17 - INSURANCE AND BENEFIT PLAN	11
ARTICLE 18 - SENIORITY	11
ARTICLE 19 - CONTRACTING OF WORK	12
ARTICLE 20 - GRIEVANCE AND ARBITRATION	12
ARTICLE 21 - MISCELLANEOUS	14
ARTICLE 22 - AMENDMENT AND ALTERATION OF AGREEMENT	15

ARTICLE 23 - CHANGES OF ASSIGNMENT	15
ARTICLE 24 - HEAD CUSTODIAN	17
ARTICLE 25 - PROBATIONARY PERIOD	17
ARTICLE 26 - SHUTDOWN	18
ARTICLE 27 - BUILDING AND SECURITY CHECKS	18
ARTICLE 28 - EVALUATION	18
ARTICLE 29 - FACILITIES MANAGER	18
ARTICLE 30 - SPECIALIZED REPAIR WORK	18
ARTICLE 31 - DENTAL INSURANCE	19
ARTICLE 32 - CORI and CHRI	19
ARTICLE 33 - CAMERAS	20
ARTICLE 34 - DURATION OF AGREEMENT	21
EXHIBIT A - WAGES	22
EXHIBIT B - HEAD CUSTODIAN DESCRIPTION	23

AGREEMENT made as of the 1st day of July, 2024, by and between the HOOSAC VALLEY REGIONAL SCHOOL DISTRICT (hereinafter referred to as "District"), AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL #204 CHAPTER OF ADAMS-CESHIRE REGIONAL SCHOOL DISTRICT (hereinafter referred to as "Union"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, MASS. STATE COUNCIL #93 (hereinafter referred to as "State Council").

ARTICLE 1 - RECOGNITION AND JURISDICTION

The District, to the extent herein set forth, recognizes the Union as the exclusive bargaining representative for the purpose of establishing salaries, wages, hours and other conditions of employment as are herein set forth for all custodial employees of the Hoosac Valley Regional School District except for part-time employees whose regular scheduled work week is less than 20 hours per week.

The District agrees that it will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement; provided, however, that an allegation that the District has so aided, promoted or financed any labor group or organization or an allegation that it has made any agreement with any such group or individual for the purpose of undermining the Union or for the purposes of changing any condition contained in this agreement, shall not be a subject for grievance or arbitration but rather the parties hereto shall have recourse only to such other provisions of law as shall be pertinent.

ARTICLE 2 - INTENT OF PARTIES

It is the intent and purpose of the parties hereto by entering into this agreement to promote and improve both harmonious working conditions and economic relations between the District and the custodial employees, to bargain for, and thereby establish rates of pay, hours of work, and other terms and conditions of employment to be observed between the parties, to provide methods for fair and reasonable adjustments of all disputes relating to this agreement that may arise between the parties and to insure, as far as possible, uninterrupted operation and to provide for a fair and ethical course of conduct in relations between the District and the custodial employees.

ARTICLE 3 - COMMITTEE PREROGATIVES

Each of the parties hereto acknowledges and agrees that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining between the parties hereto, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement. Further, the Union agrees that the District has complete authority over the policies and administration of the Hoosac Valley Regional School system, which it exercises under the provisions of law and in fulfilling its responsibilities under this agreement. It further agrees that said District will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school system in all aspects, which sole and exclusive right shall include but not be limited to the right to decide the method of performing its work, the formulation, modification and alteration of work rules for the conduct of its business, to maintain order and efficiency, to hire, layoff, assign, transfer and promote employees, and to determine the starting and quitting time, the number of hours to be worked, and the number and length of shifts to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement. The action of the District with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration proceeding.

ARTICLE 4 - UNION DUES/SERVICE FEES

Employees shall tender the monthly membership dues by signing the authorization of dues form (attached). During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate to the business office of the Union at 8 Beacon Street, 6th Floor, Boston MA along with a roster of employees which includes; name, address, phone number, hire date and position/title who have had said dues deducted. Union Dues will be deducted in 26 equal payments. Such authorization shall not be revocable for a period of 60 days or until termination of this contract or renewals thereof, whichever is earlier, and the revocation shall not be effective until 60 days after written notice thereof has been given to the District and AFSCME Council 93.

Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

ARTICLE 5 - UNION REPRESENTATIVES

Union shall deliver to the Superintendent of Schools a written list of union representatives, all of whom shall be employees of District and within the bargaining group, immediately after their designation and the Union shall notify the District of any changes. The District shall allow up to 30 minutes for the Union Steward to perform new employee orientation to include completion of the membership form, PEOPLE deduction form, current contract and any applicable Union benefits therein.

ARTICLE 6 - NON-DISCRIMINATION

There shall be no discrimination by agents of the District against any employee because of the employee's activity or membership in the Union.

ARTICLE 7 - DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION

The District shall have the right to discipline, discharge, suspend and demote employees for just cause but not otherwise. In the case of such discipline, discharge, suspension or demotion, the employee and the Union shall be informed promptly of the reason for such action. If the employee or the Union feels that the action is not justified, it shall so advise the District in writing within 30 calendar days, whereupon the discipline, discharge, suspension or demotion shall be discussed with the employee or the Union, to the end that agreement be reached. Such writing shall set forth in complete detail all facts upon which the employee or the Union premises its conclusion that such action was unjust and no other facts may be relied upon by the employee or the Union during the aforementioned discussion or at any subsequent proceeding pertaining to such discipline, discharge, suspension or demotion.

If the aforementioned discussion between the employee or Union representative and the designated representative of the District does not resolve the dispute, the Union may, within ten days after the termination of such discussion, submit same to arbitration, subject to the provisions of Article 20 hereof; provided, however, that the arbitrator shall consider and decide only the issues of the existence or non-existence of "just cause," which issue is not to be deemed to embrace the severity of the discipline, discharge, suspension or demotion in the light of the offending acts or omissions of the employee.

If after arbitration a determination is made that the employee involved has been disciplined, discharged, suspended or demoted without just cause, the District shall reinstate such employee, and if any loss of time has been incurred by reason of such discipline, discharge, suspension or demotion, he/she shall be compensated for such loss at his/her regular rate of pay for such lost time. The words "demote" and "demotion" have reference only to a change in grade. Both parties agree that at present there is only one grade and that such language has been inserted in the event the District creates another grade.

ARTICLE 8 -HOURS OF EMPLOYMENT AND OVERTIME PAY

8.1 A "work year" is that period of time beginning on July 1 and expiring at midnight on June 30.

8.2 A "work week" is that period of time between 6:00 a.m. on Monday through 5:59 a.m. on the following Monday.

8.3 A "basic work week" shall generally consist of not more than 40 hours within any given "work week" and shall not include hours between 12 noon on Saturday and 11 p.m. on Sunday.

8.4 A "regular shift" shall consist of not more than eight consecutive hours within any 24-hour period and the District shall from time to time determine the number of hours in a "regular shift" as well as the beginning and ending times of each "shift." It is anticipated that the District will from time to time establish several "shifts" within any given 24-hour period.

8.5 A "work day" is a "shift" and all additional continuous hours of subsequent work.

8.6 Wages at one and one-half times the hourly rate set forth on Exhibit A shall be paid for (a) hours worked during a "work day" in excess of eight hours, (b) hours worked within a "work week" in excess of 40 hours, (c) all work performed on those holidays mentioned in Article 10 hereof and (d) all work performed after five days of work in a seven-day work week cycle. Vacation, personal, sick, and comp time will count towards the calculation of overtime.

8.7 An employee shall not be paid a combination of daily, weekly, holiday or vacation overtime for the same hours worked.

8.8 Insofar as the District deems it practical and consistent with the efficient operation of the School District, it shall distribute overtime work on an equitable basis among bargaining unit employees assigned to the particular building involved and if no employee wants such overtime, then among the other employees of the bargaining unit and, if no employee wants such overtime and no employee is assigned to such overtime by the District, then to any other person.

8.9 District may have any and all employees work a shift established between the hours of 5:30 a.m. and 2:00 p.m. during school vacations and during the summer recess, provided, however, the Principal for each building shall annually set hours for each shift for each school vacation and for each summer recess at least one week prior to each such school vacation and summer recess and thereafter may vary the shift hours for the particular school vacation or summer recess for any one or more employees with the consent of the employees involved and assigned to that building. Employees being paid a shift differential shall continue to be paid such shift differential for work performed during the school vacation period and for work performed during the summer recess period.

8.10 An employee shall have a paid lunch period at such time and of such duration, but not more than 30 minutes per day, as from time to time established by the Principal or the employee's immediate supervisor. During the lunch period the employee shall be on call and remain at the employee's job location.

8.11 An employee shall be entitled to a maximum of one 15-minute on-premises break during each four-hour work period worked at such time as from time to time scheduled by the Principal or the employee's immediate supervisor. In the event services are performed by an employee during his/her break period at the request of such employee's building principal or immediate supervisor, such employee shall be given a compensatory break equivalent to the lost break time as promptly as practicable on the same day. An employee may not carryover or accumulate break time or be paid for breaks not utilized.

8.12 With inclement weather, staff schedules may be changed in order to account for cleanup. Reporting for cleanup shall be mandatory.

ARTICLE 9 -WAGES

9.1 Employees shall be paid bi-weekly at the hourly rate for each employee as set forth on the wage schedule attached hereto and made a part of this agreement (Exhibit A).

9.2 District may pay whatever hourly rate it deems advisable to temporary or seasonal employees, substitute employees, casual employees and employees whose regular scheduled work week is less than 20 hours per week, provided that the hourly rate so paid is not in excess of the rate set forth in Exhibit A.

9.3 An employee reporting for work shall be guaranteed four hours of pay except in the event of his own lateness, or voluntary leaving before the end of his "work day."

9.4 An employee called back to work after completing his regular "work day" shall be paid for a minimum of four hours at one and one-half times his hourly wage; provided, however, that if such recall is for security reasons, the employee shall be paid a sum equal to one and one-half

times his hourly wage. If an employee is paid two different hourly rates, his hourly rate for the purposes of this section 9.4 shall be his regular weekly wage divided by the number of hours in his "basic work week."

9.5 If an employee is assigned to a shift which requires the employee to work all or part of the time between the hours of 2:00 p.m. and 10:00 p.m., he shall be paid a premium of 10% for all hours worked between the hours of 2:00 p.m. and 10:00 p.m. See Exhibit A.

9.6 If an employee is assigned to a shift which requires the employee to work all or part of the time between the hours of 10:00 p.m. and 6:00 a.m., he shall be paid a premium of 15% for all hours worked between the hours of 10:00 p.m. and 6:00 a.m. See Exhibit A.

ARTICLE 10 - HOLIDAYS

Employees shall be paid "holiday pay," subject to those provisions hereinbefore and hereinafter set forth, for the following holidays:

<p>New Year's Day Full day immediately prior to New Years Day if same be a work day Washington's Birthday Labor Day Patriots' Day Memorial Day Juneteenth Independence Day Martin Luther King Day Good Friday</p>	<p>Columbus Day Veterans' Day ½ Day immediately prior to Thanksgiving if same be a work day Thanksgiving Day Day after Thanksgiving Day Full day immediately prior to Christmas Day if same be a work day Christmas Day ½ day immediately prior to New Year's Day if same be a work day</p>
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Notwithstanding the foregoing, in the event classes are held on Good Friday, Good Friday shall be considered a work day. In the event classes are held on Good Friday and the employee works on that day, the employee shall have a floating holiday which may be taken in accordance with the District's vacation procedures. If school is not in session and the employee works on Good Friday, the employee shall receive the holiday pay plus the additional hours worked, making them ineligible for the floating holiday. If the floating holiday is not used in that calendar year, it shall be forfeited.

Should any holiday fall on an employee's normal day off or during his regularly scheduled vacation, the nearest scheduled working day will be considered to be the holiday unless on such day school is in session in which event such other day within the fiscal year as is agreed upon

between the employee and Superintendent or the employee's immediate supervisor will be considered to be the holiday.

All employees shall, subject to the provisions hereinafter set forth or hereinbefore set forth, receive as holiday pay a sum equal to eight hours of straight time pay. Such pay shall be in addition to all other compensation due to the employee for hours actually worked on such holiday if the employee shall be required to work on any such holiday.

The aforesaid "holiday pay" need not be paid to summer seasonal employees, temporary employees, casual employees, and probationary employees, but shall be paid to all other employees who have worked the entire last regularly scheduled "regular shift" preceding the holiday involved and the first regularly scheduled "regular shift" subsequent to said holiday.

An employee shall, for purposes of this Article, be deemed to have worked the last regularly scheduled "regular shift" preceding any given holiday or the first regularly scheduled "regular shift" subsequent to said holiday if his absence from work on said days is excused by the Superintendent or the employee's immediate supervisor or if such absence is excused under the terms of this agreement; provided, however, that if such absence is alleged to have been because of illness, the employee shall deliver to the Superintendent or the employee's immediate supervisor, if requested, a statement by a physician indicating that such absence was because of illness.

Holidays not worked shall be considered as having been worked in determining an employee's eligibility for overtime pay.

ARTICLE 11 - VACATIONS

"Continuous employment" is that period during which the employee appears on the payroll records of the District. Such employment shall be considered as broken by discharge in accordance with the terms of this agreement, quitting by employee, failure to report within seven days of recall after layoff.

"Year" - the 12-month period beginning on July 1 and ending on June 30.

"Week" - the period beginning at 6:00 a.m. on Monday and ending at 5:59 a.m. the next Monday.

"Eligibility date" - June 1 of each year for purposes of determining the "continuous employment" record of each employee.

"Vacation" - period of time during which an employee is directed to and may take time off from work.

An employee who on June 1 of any year shall have been in the continuous employ of the Hoosac Valley Regional School District, the School Department of the Town of Adams, or the

School Department of the Town of Cheshire for more than one year but less than five years and who shall have worked a minimum of 1400 hours during the 12-month period immediately preceding said June 1 shall be entitled during the said year commencing on June 1 to two weeks of vacation with pay.

An employee who on June 1 of any year shall have been in the continuous employ of the Hoosac Valley Regional School District, the School Department of the Town of Adams, or the School Department of the Town of Cheshire, for five years but less than ten years and shall have worked a minimum of 1400 hours during the 12-month period immediately preceding the said June 1 shall be entitled during said year commencing on said June 1 to three weeks of vacation with pay.

An employee who on June 1 of any year shall have been in the continuous employ of the Hoosac Valley Regional School District, the School Department of the Town of Adams, or the School Department of the Town of Cheshire, for ten years but less than twenty years and shall have worked a minimum of 1400 hours during the 12-month period immediately preceding the said June 1 shall be entitled during said year commencing on the said June 1 to four weeks of vacation with pay.

An employee employed prior to July 1, 2004, who on June 1 of any year shall have been in the continuous employ of the Hoosac Valley Regional School District, the School Department of the Town of Adams, or the School Department of the Town of Cheshire for more than twenty years and shall have worked a minimum of 1400 hours during the 12-month period immediately preceding the said June 1 shall be entitled during said year commencing on the said June 1 to five weeks of vacation with pay.

For each week of vacation to which an employee is entitled, he shall be paid a sum equal to 40 times his hourly rate.

Each week of vacation consists of five Vacation Days. Vacation Days are available and used on a work year basis, provided the requests are given with at least 3 days advance notice. Exceptions to the advance notice may be made by the supervisor in case of emergency or extenuating circumstances. Accordingly, employees are expected to use all their Vacation Days each work year. **Employees may not carry more than 10 vacation days into the next year and may redeem up to 2 vacation days for payment at the close of the work year.** For accounting purposes, Vacation Days carried forward to the next year must be used before newly earned Vacation Days.

ARTICLE 12 -SICK LEAVE

12.1 A custodian will be credited with 15 days of sick leave during each work year of employment provided that the said custodian shall have reported for duty on the first official day of said work year. Said sick leave shall be accumulated from year to year up to a maximum accumulation of **180 days**. Such accumulated sick leave may be used for the purposes of illness

only. In the event an employee is absent for in excess of four (4) or more days whether consecutive working days or workdays interrupted by a holiday, weekend or school vacation in connection with an illness or injury, or absent in excess of eight (8) cumulative working days during any school year, the Principal or the Superintendent, may require a certificate from a licensed health care provider, at the employee's expense, substantiating the illness or injury for any absence for which an employee seeks to use his or her accumulated sick leave.

12.2 Custodians who use not more than three (4) sick leave days per school year will receive a payment of \$200 ("Wellness Payment"). The Wellness Payment will be paid within 30 days of the last day of school and will be subject to applicable withholdings. The Wellness Payment may be paid together with or separate from any other payment made to the Custodian.

ARTICLE 13 - INJURY IN THE COURSE OF EMPLOYMENT

So long as an employee is receiving benefits weekly under the provisions of Sections 34, 35 or 35A of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (the Workmen's Compensation Act), such employee may use, on a pro rata basis, his accumulated sick leave; provided, however, that the compensation resulting therefrom shall not, when combined with payments being received under Sections 34, 35 and 35A of the aforesaid Chapter 152, result in weekly compensation exceeding 90% of the average weekly wage of such employee as determined for purposes of the aforesaid Chapter 152. Notwithstanding the foregoing, the maximum amount payable by the District hereunder (exclusive of benefits payable under Sections 34, 35 and 35A of Chapter 152) is an amount equal to the number of such employee's accumulated sick leave hours multiplied by such employee's hourly rate of pay.

Each hour of absence from work for which an employee receives compensation under this article shall not be deemed for purposes of Article 12 an hour absent because of illness and employees shall be compensated under the provisions of this article rather than under any other provisions set forth in this agreement. However, the accumulated number of hours under Article 12

available to an employee shall be reduced by an amount equal to the total sum paid to the employee under this article (exclusive of benefits payable under Sections 34, 35 and 35A of Chapter 152) divided by the employee's hourly rate of pay.

ARTICLE 14 - SEVERANCE PAY

After an employee has been in the employ of the Hoosac Valley Regional School District for a period of 20 years or more and has attained the age of 55 years, he shall be paid upon retirement a sum determined by multiplying 75 or one-half the accumulated days of "sick leave" whichever be the lesser by the daily rate of the employee at the time of said retirement. A "day" as used in this Article means an eight-hour period. An employee formerly employed by either Adams or Cheshire School Systems immediately prior to the effective date of the establishment of the Hoosac Valley Regional School District will be credited with the years of employment he would have been entitled to had this provision been in effect from the time of his original hiring.

ARTICLE 15 - TRANSPORTATION

It is recognized that employees may use their own motor vehicles in the conduct of the business of the District. District agrees that it shall reimburse employees for such use as is authorized by the District at the standard mileage rate mentioned in Section 3 of Rev. Proc. 807 for the first 15,000 miles of use provided always that in the event the mileage rate is revised, the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes. Notwithstanding the foregoing, District shall be obligated to reimburse employee only if employee submits a written claim for such reimbursement on such forms and within such time as District may from time to time establish.

ARTICLE 16 - TEMPORARY LEAVES OF ABSENCE

The Superintendent may but need not grant temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth:

16.1 Custodians will have access to (3) personal days for reasons other than personal illness per work year, provided the request is made to the Superintendent or the employee's immediate supervisor in writing with 3-days advance notice. Exceptions to the advance notice may be made by the supervisor in case of emergency or extenuating circumstances.

16.2 For the purposes of visiting other schools or attending meetings or conferences, the subject matter of which pertains to the employee's work activities within the school district, provided request therefor is made to the Superintendent or the employee's immediate supervisor and then only for a period not in excess of one day during anyone work year.

16.3 An employee shall be granted a temporary leave of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth:

a. in the event of the death of the husband, wife or child of the employee, for a period not in excess of seven consecutive calendar days, and in the event of the death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, aunt, uncle, brother, sister, guardian, niece, nephew grandfather and grandmother, for a period not in excess of five consecutive calendar days. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.

b. For purposes of religious observance if the religious convictions of the employee prohibit him from working on said day and then only for three days during any work year.

c. For purposes of jury duty (District shall deduct from pay due employee an amount equal to the pay received by employee for serving as a juror).

ARTICLE 17 - INSURANCE AND BENEFIT PLAN

17.1.1. On the effective date of this agreement the District will pay one hundred per cent (100%) of the cost for a \$10,000 group term insurance plan insuring the life of an employee. Employees may elect to increase their group term insurance to the maximum permitted by law at no expense to the District.

17.1.2. An Employee may enroll in any HMO, PPO or POS plan with such benefits and through such organizations as the District shall from time to time select. . The District shall pay toward the premium cost for the plan in which a teacher enrolls the amount equal to seventy-five percent (75%) of the premium cost for the HMO plan selected by the District. The District shall not pay less than fifty percent (50%) toward the actual premium cost for the plan in which a paraprofessional is enrolled. The District shall pay toward the premium cost for POS and PPO plans and any other health plans not identified herein offered by the District and in which the Employee is enrolled the amount equal to sixty percent (60%) of the premium.

17.2. The District shall annually prior to the commencement of each fiscal year, prior to or commensurate with the annual open enrollment period, give written notice of the plans offered by the District, cost for each plan, the percentage the District will pay for each plan and the amount an employee will have to pay for each plan.

17.3. An employee may have health insurance or other health coverage through only one of the plans offered by the District.

17.4. Each employee shall from time to time as requested by the District provide the District with a statement of such employee's health and surgical insurance from all sources and provide such identifying information about the same as the District shall request.

17.5 The District may implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§21-23..

17.6. A Cafeteria Plan under the Internal Revenue Code Section 125 will be offered to employees commencing in the 2007-2008 work year at no administrative or other cost to the District.

ARTICLE 18 - SENIORITY

The length of continuous service of the employee within the Hoosac Valley Regional School District, the Adams School System and the Cheshire School System, its predecessors and successors, shall determine the seniority of the employee. The principle of seniority shall govern and control in all cases of transfer to a different shift, decrease of the working force, as well as

choice of vacation period; provided, however, that if in the opinion of the Superintendent, reasonably exercised, the application thereof in any given instance shall be detrimental to the Hoosac Valley Regional School District, said principle need not be applied.

ARTICLE 19 - CONTRACTING OF WORK

No provision hereinbefore or hereinafter set forth shall preclude the District from having work of a custodial, maintenance or repair nature done in whole or in part by employees who are not members of this unit or by persons who are not employees of this District even though the same may result in discharge of employees within the unit or diminution of wages of an employee within the unit. However, no employee within the employ of the District on July 1, 2014, will be discharged during the term of this agreement ending June 30, 2017, for the purpose of having work of a custodial, maintenance or repair nature done by persons who are not employees of the District.

ARTICLE 20 - GRIEVANCE AND ARBITRATION

20.1 A "grievance" is a claim based upon an event or condition, except such as pertaining to wages, which involves the interpretation, meaning or application of this agreement or any amendment or supplement thereto.

Level One. An employee with a grievance will present it to the Facilities Director. (If the position of Facilities Director is unfilled, then the employee with a grievance will present it to the principal at Level Two.)

Level Two. If the grievance is not resolved at Level One within seven calendar days after the submission at such level, the employee, through his Union steward, may then present the grievance in writing to the School Principal within an additional seven calendar days.

Level Three. If the grievance is not resolved at Level Two within seven calendar days after the submission at such level, the employee, through his Union steward, may then present the grievance in writing to the Superintendent within an additional seven calendar days.

Level Four. If the grievance is not resolved at Level Three within seven calendar days after submission at such level, the employee, through his union steward, may then present the grievance in writing to the School Committee within an additional seven calendar days.

Level Five. If the grievance is not satisfactorily resolved within 30 calendar days after submission to Level Four, the Union or the District may submit the matter to arbitration as hereinafter provided.

20.2 An employee may present a grievance to his employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be

present at such conferences and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the employer and the exclusive representative.

The District agrees that if it is necessary for the steward or his designee to investigate or process a grievance during a regular work day, the said steward or his designee shall be released from his duties for such purpose without loss of pay or other benefits.

20.3 All decisions rendered at Levels One, Two, Three and Four of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the employee and the Union. A decision at Levels One, Two and Three shall be final unless within seven calendar days of delivery of said decision, the grievance is presented in writing at the next level. A decision shall be final at Level Four unless within 20 calendar days of delivery of said decision to the grievant, the grievance is presented to the American Arbitration Association for arbitration.

20.4 The following general provisions shall pertain to arbitration:

- a. The parties will be bound by the rules of procedure of the American Arbitration Association including the selection of an arbitrator and the proceedings before him unless contrary to the express provisions herein set forth.
- b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Union.
- c. The arbitrator will confer with the representatives of the District and the Union and hold hearings and will issue his decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the District, Committee, Superintendent or Principal(s) as set forth in this agreement or pertinent provision(s) of law, or which requires the commission of an act prohibited by law.
- d. Notwithstanding any provision hereinabove set forth, an arbitrator's decision that a given issue is arbitrable under the terms of this agreement shall not be binding upon the parties hereto.
- e. The arbitration hearing will be held in the Town of Adams, Massachusetts, unless both parties agree to another designated place.
- f. The submission of any grievance to arbitration by an employee or by the Union for the benefit of one or more employees shall constitute a waiver of any right or rights the said

employee(s) and Union may have with respect to the matter submitted to said arbitration under other provisions of law and the employee(s) and Union shall be precluded from pursuing any other remedy. The submission of any grievable matter to any court or administrative body or to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts shall constitute a waiver of any and all rights to arbitrate anything pertaining to such matter under this Article 20.

ARTICLE 21 - MISCELLANEOUS

21.1 There shall be no discrimination against any officer or member of the Union selected to serve the Union because of his union activity. No employee shall lose seniority rights by reason of absence from his job on union business for a period agreed upon between the Committee and the Union, provided that prior notice of such intended absence is given to the Committee by the Union and Committee grants such absence.

21.2 The District agrees that employees covered hereunder shall be supplied with a printed copy of this agreement.

21.3 Notwithstanding any provision herein set forth, an employee shall not be entitled to holiday pay, vacation, vacation pay and insurance and other benefits after he has been absent from work for one year for any reason whatsoever notwithstanding his eligibility for any one or more of same under other provisions of this agreement.

21.4 There shall be no discrimination because of race, color, creed or sexual identity practiced by District or Union in the construction, application and administration of this agreement.

21.5 The District agrees to permit, upon proper notification, representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or #93, and/or Local 204 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

21.6 Employees, students and the public are entitled to a smoke-free school environment. The District's policy to provide a smoke-free environment will go into effect on September 1, 1989. The Committee hereby extends to employees the following:

a. The District may, but need not, arrange for a smoke-free clinic which employees may attend without payment of admission fee, to try and give up smoking.

b. Employees within the employ of the District on April 1, 1989, may leave the District premises to smoke during such employees' regularly scheduled lunch and other breaks provided there always remains building custodial coverage during such employee's absence. A custodian who the Superintendent or his designee determines has left early or returned late

from a scheduled lunch or other break may thereafter be prohibited from leaving the premises during such breaks.

21.7 During the period that these provisions of this agreement are in effect, neither the Association nor any employee shall directly or indirectly foster, participate in or encourage any strike, slowdown, walkout or similar activity which is disruptive of the District or of the District's educational process nor shall the District engage in a lockout.

21.8 Dress Code.

a. Employees are expected to wear attire that meets the minimum standards of the job and profession and safety needs of the employee. Employees shall wear a long or short sleeved collared shirt or t-shirt. The attire shall be plain, or with message neutral or appropriate printing, taking into consideration the school and employment environment, lawful, concerted activity and applicable law.

b. If the District provides the employee with a collared shirt (or similar clothing) to wear at school sponsored events occurring while the employee is working or at work, the employee shall wear the clothing while working, unless the building Principal or Superintendent approves or safety requires otherwise. If the District provides such clothing the employee is responsible for its repair and replacement, unless it is damaged while the employee is at work.

c. A work clothing allowance of **\$500.00** in each year of the contract will be granted to each custodian covered by this contract for the purchase of work clothes to be used on the job. The custodians will purchase the work clothes and receive reimbursement upon submission of purchase receipts to the business office.

ARTICLE 22 - AMENDMENT AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this agreement.

If any part of this agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.

ARTICLE 23 - CHANGES OF ASSIGNMENT

23.1 Whenever the Principal or an employee's immediate supervisor deems it advisable to change the work assignment (including building change) and/or duties of one or more

employees, notice thereof shall be given to the employee or employees involved and the Union. If any one or more of the involved employees wishes to discuss such change of work assignment and/or duties with the person giving the aforesaid notice prior to the effective date of the change of work assignment and/or duties, the employee shall request a conference within five days of the receipt of the notice of change of work assignment and/or duties. The person giving the aforesaid notice shall confer with the employee within five days of receipt of such request and consider the employee's comments before implementing the change of assignment and/or duties. Employee(s) may have present a Union representative.

An employee whose work assignment and/or duties are changed as provided herein, may in writing, with the written approval of the Union, within five days of the date of the conference with the Principal or the employee's immediate supervisor request a conference with the Superintendent for the purpose of reviewing the decision. The Superintendent shall confer with the employee within 30 calendar days of receipt of such request for the purpose of said review. The decision of the Superintendent shall be rendered within 10 days after said review and shall be final and binding upon all parties and not subject to either grievance or arbitration. The change of work assignment and/or duties shall not be implemented until the Superintendent renders his decision.

23.2 Whenever the District has increased or decreased its custodial staff, the parties shall proceed as follows:

The Superintendent or his designee shall develop a preliminary work assignment for the employees affected. Thereafter, the parties shall meet and confer and make such changes to each such work assignment as are agreed to by the parties. Following the initial meeting, the work assignments as developed to that point shall be implemented and the Superintendent shall make a temporary employee assignment to each work assignment. During the next 15 days, or such additional time as is agreed to by the parties, the parties shall continue to meet and confer and make such adjustments to such work assignment as are agreed to by the parties. After the expiration of the said 15-day period, or such additional time as agreed to by the parties, each employee affected shall select his/her work assignment within the building to which he/she is assigned. Such selection shall be in order of length of continuous service with the employee having the greatest length of continuous service having first choice. After completing selection of work assignment, the process outlined under this paragraph 23.2 is completed.

23.3 Whenever an employee wishes a change of work assignment, he/she may notify the Superintendent of the same. Said notification shall be in writing and shall set forth the work assignment sought and the reasons therefor. The Superintendent shall retain such notification for a period of two years. Length of continuous service shall be a consideration in awarding such assignments.

23.4 Whenever there is a vacancy in a position covered by this Agreement due to the retirement, death, or termination of employment, including, but not limited to transfers to a

different building, excluding, however, a change of work assignments pursuant to paragraph 23.1, and the District elects to fill the position, the District shall post the position in accordance with its customary practices. The position shall be filled by the Superintendent, or designee. Length of continuous service shall be a consideration in filling such vacancy.

An employee who applies for the vacant position and is not selected, may in writing, with the written approval of the Union, within five days of the date the employee is notified he was not selected for the position, request in writing a conference with the Superintendent for the purpose of reviewing the decision. The Superintendent shall confer with the employee within 10 calendar days of receipt of such request to review the decision. Employee(s) may have present a Union representative. The decision of the Superintendent shall be rendered within 5 days after said review. Within five days of the date the Superintendent renders a decision, the employee may request in writing a conference with the School Committee for the purpose of reviewing the decision. The School Committee shall confer with the employee at a regularly scheduled meeting within 20 calendar days of receipt of such request to review the decision. Employee(s) may have present a Union representative. The decision of the School Committee shall be rendered not later than the conclusion of its first regularly scheduled meeting after it confers with the employee. Failure to timely request a conference to review a decision shall be construed as acceptance of the decision. The last decision under this paragraph shall be final and binding upon all parties and not subject to either grievance or arbitration.

ARTICLE 24 - HEAD CUSTODIAN

The District may, but need not, assign employees to a position of "head custodian." Each school may, but need not, have one head custodian. If an employee is assigned to a position of "head custodian" and accepts such assignment (an employee need not accept), the employee shall be paid in addition to his regular hourly rate the additional sum of \$3,500 per year ("Head Custodian Stipend"), in equal payments together with the employee's regular pay and shall be subject to applicable withholdings and deductions. Assignments to a position of "head custodian" shall be made annually and only for a term of one fiscal year (July 1 through June 30). Nothing in this agreement or by way of any present or future work practice shall be construed as (1) requiring the District to establish, retain, fill or maintain any one or more of the positions of "head custodian"; (2) requiring the District to assign or reassign any particular employee to a position of "head custodian", all such assignments and reassignments to be at the sole discretion of the District; or (3) defining the nature or extent of the duties of a "head custodian", such defining being the sole and exclusive duty of the District. In the event the "head custodian" position is appointed for less than a full fiscal year, the Head Custodian Stipend shall be prorated. See Exhibit B for head custodian description.

ARTICLE 25 - PROBATIONARY PERIOD

An employee shall be a probationary employee for the first 12 months of employment. A probationary employee's employment may be terminated at any time by written notice to the employee.

ARTICLE 26 - SHUTDOWN

The District may schedule shutdown for a maximum of ten (10) working days in the aggregate, per annum. Employees entitled to a maximum of ten (10) working days of vacation per annum will not be required to utilize vacation days during a shutdown, but will, if not assigned to work during a shutdown, be entitled to have the time off without pay.

ARTICLE 27 - BUILDING AND SECURITY CHECKS

The District may, but need not, assign one or more employees to do "Building and Security Checks." If an employee is assigned to do "Building and Security Checks", such assignment shall be until revised by the District. Nothing in this agreement or by way of present or future work practice shall be construed as (a) requiring the District to establish, retain, fill or maintain any one or more positions to do "Building and Security Checks", (b) requiring the District to assign or reassign any one or more particular employee(s) to do "Building and Security Checks", (c) requiring any one or more work assignments to include "Building and Security Checks", and (d) defining the nature or extent of "Building and Security Checks" position(s), work assignments and duties, such defining being the sole and exclusive duty of the District.

ARTICLE 28 - EVALUATION

The Principal or other person as designated from time to time by the Principal shall from time to time evaluate each employee at least once each fiscal year and each probationary employee at least three times during the probationary period. The form to be used for formal evaluation and the contents thereof shall be as from time to time authorized by the Superintendent. Whenever a form is authorized or the contents thereof revised, it shall be explained to each employee. Each evaluation report shall be placed in the employee's personnel file and the employee shall have the right to submit a written statement to such evaluation which shall be reviewed by the Superintendent and also placed in the employee's personnel file. An unsatisfactory evaluation is a grievable event for which the employee receiving the same may grieve under Article 20 hereof.

ARTICLE 29 - FACILITIES MANAGER

The Association acknowledges that the District has a position bearing the title Facilities Manager. The parties agree that the person holding such position is a manager and not within this unit. However, the person holding the position of Facilities Manager may do such unit work as the Facilities Manager deems appropriate.

ARTICLE 30 - SPECIALIZED REPAIR WORK

The District may, but need not, ask Union members to perform specialized unlicensed, certificated or licensed repair work and assign employees appropriately trained to do the

specialized repair work. If an employee is so assigned to and accepts such assignment (an employee need not accept), the employee shall be paid at a rate of time and 1/2 for those hours, during regular hours or beyond contract hours, spent performing the repair work. Nothing in this agreement or by way of any present or future work practice shall be construed as (1) requiring the District to establish, retain, fill or maintain any one or more of such assignments, (2) requiring the District to assign or reassign any particular employee to any such assignment, all such assignments and reassignments to be at the sole discretion of the District; (3) defining the nature or extent of the duties of specialized repair work, such defining being the sole and exclusive duty of the District, provided that the nature and extent of the duties of specialized repair work shall not be changed so as to increase an employee's specialized repair work duties during the term of an employee's assignment without the consent of the employee; (4) requiring the District to pay for or reimburse any employee to maintain any specialized unlicensed skill, certification or license; or (5) preventing the District from engaging persons who are not District employees from performing specialized repair work, even if an employee has been trained to perform specialized unlicensed, certificated or licensed repair work.

ARTICLE 31 - DENTAL INSURANCE

For employees who are employed to work 20 or more hours per week, the District will pay 50% of the cost of such dental benefit plan as is selected each fiscal year by the District.

ARTICLE 32 - CORI and CHRI

32.1 The following applies to Criminal Offender Record Information ("CORI") checks pursuant to chapter 385 of the Acts of 2002, as from time to time amended.

32.1.1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.

32.1.2. A copy of a CORI report will be available to the employee upon request.

32.1.3. An employee may notify the Superintendent that he/she intends to challenge the results of the CORI check.

32.1.4. All CORI reports will be maintained in the Superintendent's office in separate confidential files.

32.1.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only person authorized to request CORI checks.

32.1.6. Failure of a employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CORI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General

Laws, Chapter 71.

32.2 The following applies to Criminal History Record Information ("CHRI") checks pursuant to M.G.L. c 71, §38R, as from time to time amended, including state and national fingerprint-based criminal background checks, to determine the suitability of employees for employment and continued employment by the District.

32.2.1. CHRI checks will be conducted as required by applicable law.

32.2.2. A copy of the CHRI report will be available to the employee upon request.

32.2.3. The Superintendent shall make a suitability determination concerning whether anything contained in the employee's CHRI renders the individual unfit for employment. If the employee disputes the Superintendent's suitability determination, the employee's sole recourse is to request the Massachusetts Department of Elementary and Secondary (DESE) make a suitability determination. DESE's suitability determination shall be final as to all parties.

32.2.4. All CHRI reports will be maintained and destroyed in accordance with applicable law.

32.2.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only persons authorized to request CHRI checks.

32.2.6. The employee shall pay all costs of fingerprinting and CHRI. The employee shall not be excused from his/her regular duties to be fingerprinted.

32.2.7. Failure of a employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CHRI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

ARTICLE 33 - CAMERAS

33.1 The Union agrees to the installation and activation of cameras in the schools.

33.2 It is understood that disciplinary actions against and excessive monitoring of school employees is neither the primary purpose, nor the intended result of the implementation of cameras. To that end, any disciplinary action which is based in any part upon a camera finding or report must also be based upon independent supporting facts gathered before or after the camera information, in adherence to the just cause standard.

33.3 It is agreed that a “chain of command” shall be followed. Specifically whichever administrator is monitoring the camera shall contact the District Superintendent whenever a question or concern is identified via camera. Further, the Superintendent or designee shall have the responsibility to make the initial determination as to whether an employee’s activity, which has been identified on camera, is appropriate or not.

33.4 Upon written request, the Union shall have access for any and all camera reports and/or data that is directly related to a disciplinary action. The requests are limited to reports generated within twenty-four hours before or after the date/time of an applicable infraction, in which case the Union will be entitled to the reports generated within the applicable time period.

33.5 Attempts by members to mask, disable or damage the camera will be dealt with in accordance with the just cause standard.

33.6 the school district agrees to individually inform all employees of the installation of cameras in the building. Following this notice, both parties agree that no employee shall be allowed to contest an employee action based on their lack of knowledge of the camera.

ARTICLE 34 - DURATION OF AGREEMENT

This agreement will be effective as of July 1, 2024, and remain in full force and effect through June 30, 2027. The parties agree that terms and conditions of this agreement shall remain in force and effect past June 30, 2027 until a successor agreement is voluntarily negotiated by the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

HOOSAC VALLEY REGIONAL SCHOOL DISTRICT

By _____
Adam Emerson, Its Chairman

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

By _____
LOCAL #204

By _____
COUNCIL #93 REPRESENTATIVE

By _____
Western Regional Coordinator
AFSCME Council #93

EXHIBIT A - WAGE SCHEDULE

FY25 RATES		
	1ST SHIFT	2ND SHIFT
LESS 12 MONTHS	\$20.10	\$22.11
OVER 12 MONTHS	\$20.70	\$22.77
HEAD CUSTODIAN	\$24.00	

FY26 RATES - 3.5%		
	1ST SHIFT	2ND SHIFT
LESS 12 MONTHS	\$20.80	\$22.88
OVER 12 MONTHS	\$21.42	\$23.57
HEAD CUSTODIAN	\$25.09	

FY27 RATES - 3.5%		
	1ST SHIFT	2ND SHIFT
LESS 12 MONTHS	\$21.53	\$23.68
OVER 12 MONTHS	\$22.17	\$24.39
HEAD CUSTODIAN	\$25.91	

Employees with 10 or more years of service will receive a 2% annual increase.
 Employees with 15 or more years of service will receive a 3% annual increase.
 Employees with 20 or more years of service will receive a 4% annual increase.

**FOR THE HOOSAC VALLEY
 REGIONAL SCHOOL DISTRICT**

FOR THE AFSCME LOCAL 204

DATE: _____

DATE: _____

EXHIBIT B - HEAD CUSTODIAN DESCRIPTION

The hours are 6:00 AM to 2:00 PM. The ability to work independently, with initiative is crucial. The ability to work cooperatively and interactively with students, staff, parents and the public is vital with this position. This position reports to the superintendent or designee.

QUALIFICATIONS:

1. Knowledge and experience in the methods, materials, equipment and safety precautions used in performing custodial and maintenance work.
2. Knowledge and experience in the proper use of custodial supplies, synthetic detergents, soaps, scouring powders, waxes, etc., and the proper techniques in using them in various applications, floors, walls, lavatory room equipment, furniture and other building furnishings and equipment.
3. Knowledge and experience in the maintenance of buildings, appurtenances, grounds, vehicles and equipment including experience in snow plowing.
4. Knowledge and experience in the operation, maintenance and repair of heating and ventilating systems.
5. Knowledge and experience in the use of power and hand tools and in the repair of plumbing, heating and electrical fixtures.
6. Knowledge and experience in painting, carpentry, and mechanical repair.
7. Knowledge and experience in fire and accident prevention, operation and maintenance of fire extinguishers, alarms and detectors.
8. Ability to follow written and oral instructions, work as a team member and develop harmonious working relationships.
9. Demonstrated physical fitness to perform a variety of manual tasks germane to building, grounds and equipment maintenance and ability to perform at various heights.
10. Ability to receive and unload delivery of supplies and equipment.
11. Demonstrated neat appearance, sound moral character integrity, and flexibility.
12. Ability to work cooperatively with students and staff.
13. Must possess a valid Massachusetts driver's license.

DUTIES AND RESPONSIBILITIES:

1. Perform the regular duties and responsibilities of the 1st shift custodian.
2. Responsible for coordinating working schedules, assignments and supervision of all custodial personnel.
3. Responsible for coordinating all facilities maintenance and service contracts.
4. Responsible for ordering all supplies and equipment for cleaning and maintaining the building and grounds.
5. Responsible for maintaining the district's fleet of vehicles.
6. Responsible for maintaining all HVAC building systems.
7. Responsible for making all necessary repairs to buildings and grounds.
8. Responsible for maintaining the athletic fields.
9. Responsible for conducting weekend and holiday walk-through building checks.
10. Responsible for responding to facility emergencies 24/7.
11. Perform any other tasks as assigned.