

HAMILTON-WENHAM REGIONAL  
SCHOOL DISTRICT  
WENHAM, MASSACHUSETTS



## **AGREEMENT**

HAMILTON-WENHAM REGIONAL  
SCHOOL COMMITTEE  
(HWRSC)

AND THE

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES (AFSCME) AFL-CIO,  
STATE COUNCIL 93, LOCAL 2905

**JULY 1, 2018 - JUNE 30, 2021**

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## **AGREEMENT**

This Agreement entered into by the Hamilton-Wenham Regional School District Committee (hereinafter referred to as the “Committee”) and American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 2905 (hereinafter referred to as the “Union”).

### **PREAMBLE: INTENT AND PURPOSE**

It is the intention of the parties hereto that this Agreement provide an orderly collective bargaining relationship between the Committee and the Union; the establishment of an equitable procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE I: RECOGNITION**

### **1.1**

The Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining respecting wages, hours, and other conditions of employment for all regular full-time Custodians and maintenance employees, but excluding all teachers, teaching assistants and office personnel employees, cafeteria employees, administrative employees and all other employees of the Committee.

### **1.2 Definition**

Unless otherwise indicated by the context, the term “employee” when used herein shall refer to any of the employees covered by this Agreement. The term “employee” shall refer to any permanent employee who is normally scheduled to work a minimum of twenty (20) hours per week, and whose entire salary and benefits are paid from the school department budget.

## **ARTICLE II: UNION DUES**

### **2.1**

The Committee agrees to deduct Union dues from the salaries of members who authorize said deductions. It is the express intent of the parties that the provisions of this Article are subject to the following conditions:

- a. The sum which represents such yearly dues shall annually be certified to the Superintendent no later than the first workday of the fiscal year in which the dues are to be deducted. No change may be made in the amount of the annual dues to be deducted subsequent to this date.
  
- b. The member’s authorization shall be in writing to the Superintendent and shall be valid until withdrawn. New authorizations must be submitted to the Superintendent by the second Friday of the fiscal year in order to be effective for that fiscal year; for new members hired during the year; new authorizations must be submitted to the Superintendent by the second Friday following the first day of employment. Withdrawal of authorization may be made by a member

upon at least sixty (60) days' notice in writing of such withdrawal of authorization to the Superintendent (with a copy of said notice to the Union), except that a notice of withdrawal of authorization filed before the second Friday of the fiscal year shall cause no payroll deductions to be made from the member's salary during said fiscal year.

- c. All members with valid authorization on the second Friday of the fiscal year are obligated for the entire amount of the annual Union dues. If a member leaves the system or withdraws this authorization before the entire amount of the annual dues have been deducted, the balance due will be deducted from the last paycheck prior to the effective day of the member leaving the system.
- d. The Union agrees that it will indemnify and hold the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken in connection with the terms of this Article.
- e. The provisions of this Article shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the District Treasurer shall be satisfied by such evidence as he/she may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporation of Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the District Treasurer.

## **ARTICLE III: RIGHTS OF EMPLOYEES**

### **3.1 Bulletin Board**

The Committee shall provide space on one bulletin board per building to the Union provided that the use of such boards is restricted to notices of Union meetings and social events.



### **3.2 Annual Notices**

The Office of the Superintendent will provide annual notices to all Custodians, listing use of sick, personal, and vacation days.

### **3.3 Resignation**

Employees covered under the terms of these working conditions must give thirty (30) days written notice of intent to resign. Such notice will be submitted to the Superintendent of Schools with a copy to the Principal to which the employee is assigned. The Superintendent, at his/her discretion may waive the thirty (30) day notice requirement.

### **3.4 Retirement**

Employees covered under the terms of these working conditions are encouraged to notify the Superintendent, in writing, of his/her intent to retire by December 1.

### **3.5 Personnel File**

An employee shall have the right to review the contents of his/her personnel file.

## **ARTICLE IV: CONDITIONS OF EMPLOYMENT**

### **4.1 Lack of Work**

In the event an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for his/her normal daily hours at the rate to which he/she would be entitled for his/her shift.

### **4.2 Pre-employment Physical Exam**

A pre-employment physical examination shall be required for all new Custodians. The School District's Physician shall perform the pre-employment exam.

### **4.3 Legal Conflict**

Should any provisions of this Agreement be found by court order to be in violation of any applicable Federal or State Law, all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement.

### **4.4 State of Emergency**

The District considers all custodial and maintenance staff covered by this agreement to be 'emergency personnel.' In the event that a State of Emergency is declared by the Commonwealth of MA, all unit members are expected to make all reasonable effort to report to work if called upon by the Superintendent or his/her designee. Any emergency response covered by this section shall be paid at a minimum of three (3) hours at Double rates per Appendix A.

### **4.5 Substitutes**

The Hamilton-Wenham Regional School District will do its best to develop a list of pre-qualified individuals who can be called upon on an as needed basis to work when employees are out. The Committee has agreed to place an ad in a local newspaper during the month of July seeking said substitutes.

### **4.6 Third Shift**

The budget will fund the cost of supplying communications (i.e. Cell phones) for each Custodian working the late night/early morning shift.

### **4.7 Access to Premises**

Only authorized representatives of the Union shall have reasonable access to the Committee's premises during normal day time business hours for the purpose of conferring with authorized representatives of the Committee or with the steward and/or employees in connection with the administration of this Agreement. Such representative shall make an appointment with the Superintendent or his/her designee in advance of such visits, indicating the nature of his/her business, the employees he/she wishes to see, and the approximate amount of time needed. Under no circumstances shall such discussions interfere with the completion of an employee's duties.

## **ARTICLE V: MANAGEMENT RIGHTS**

### **5.1**

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee's responsibility to the people of the Towns of Hamilton and Wenham for the quality of education in, and the efficient and economical operation of the Hamilton- Wenham Regional School District, it is herein agreed that, as to every matter expressly not covered by this Agreement and except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law or by the rules and regulations of any pertinent agency of the Commonwealth and may lawfully exercise the same at its discretion without such being made the subject of a grievance or unfair labor practice charge.

## **ARTICLE VI: WAGES, HOURS OF WORK, AND OVERTIME**

### **6.1 Hours of Work**

The normal workweek shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each day.

### **6.2 Paid, Duty-Free Lunch**

Custodians will receive a thirty (30) minute lunch – fifteen (15) minutes of that lunch will be paid. The workday for Full-Time Custodians will be eight (8) hours and fifteen (15) minutes.

### **6.3 Rest Periods**

All employees' work schedule shall provide for a ten (10) minute rest period during each half (1/2) shift. The rest period shall occur at a time designated by the Supervisor.

### **6.4 Wage Rate**

Hourly wage rates in effect during the life of this Agreement are shown in Appendix A, "Schedule for Custodial Salaries", which is attached to and made part of this Agreement.

## **6.5 Differential**

The differential rates in effect during the life of this Agreement are shown in Appendix A, “Schedule for Differential”, which is attached to and made part of this Agreement. The differential applies to full time and part time “fixed schedule” employees only. Differential does not apply to substitutes.

## **6.6 Hourly Rate for Head Custodian**

- a. The hourly rate for the Head Custodian at each school must be at least 10% higher than the hourly rate for a regular Custodian, including the shift differential.
- b. The hourly rate for the Head Custodian in effect during the life of this Agreement is shown in Appendix A, “Schedule for Custodial Salaries”, which is attached to and made part of this Agreement

## **6.7 Overtime**

- a. Premium pay for overtime will be paid at the rate of time and one-half (1½) the employee’s regular straight time hourly rate for the hours actually worked in excess of eight (8) hours in any one day or forty (40) hours in his/her work week. Premium pay for overtime work shall not be pyramided. For purposes of this section, an employee’s workday shall be the twenty-four (24) hour period commencing at the start of his/her normal scheduled shift.
- b. All overtime is paid in accordance with the Fair Labor Standards Act, which is overtime paid after one works forty (40) hours in a week.
- c. Any work performed on holidays/Sundays shall be paid at the rate of twice the employee’s regular straight time hourly rate for outside organizations requiring the services of a Hamilton-Wenham Custodian.

- d. Overtime will be evenly distributed to members of the bargaining unit. The Committee may require bargaining unit members to work a reasonable amount of overtime, as determined by the Director of Facility and Maintenance.
- e. Overtime involving duties normally and customarily performed by the Custodial Staff in a particular school will first be assigned/offered to Custodians working at the school in question. If the Custodian(s) working at the school in question is unable or unwilling to accept the overtime detail, then the assignment will be offered to other bargaining unit members.
- f. The Director of Facilities and Maintenance, working in conjunction with a Head Custodian, a School Principal, and/or the Maintenance Foreman, (all) when applicable, is responsible for assigning all Custodial and Maintenance Staff overtime across the District. All overtime must be approved in advance by the Director of Facilities and Maintenance or his/her designee.

## **6.8**

An employee who is called back to work after having left his/her normal place of work at the conclusion of his/her normal work day or is called in to work on his/her scheduled day off, including any holiday listed in Section 8.1, shall receive a minimum of three (3) hours pay.

## **ARTICLE VII: COMPLAINT PROCEDURE**

### **7.1**

In order to address, in a timely manner, problems and/or concerns regarding the workplace, a Custodian who has an issue should first report his/her concern to the Head Custodian in his/her building. In the High School/Middle School complex, the Head Custodian could then bring the issue to the attention of the Director of Facilities and Maintenance to assist with the resolution. If the issue remains unresolved, the Head Custodian or Director would then involve the Assistant Superintendent in an attempt to avoid the Grievance Process. If a satisfactory solution has not been reached, the Custodian would need to initiate the Grievance Process.

## **ARTICLE VIII: GRIEVANCE AND ARBITRATION PROCEDURE**

### **8.1**

The purpose of this Article is to establish a procedure for the settlement of disputes that may arise between the parties involving the interpretation and/or application of a specific provision of this Agreement. A “grievance” shall mean a complaint that as to an employee the Committee has interpreted and applied this Agreement in violation of a specific provision hereof. Except for grievances that are expressly excluded from the grievance procedure by other provisions of this Agreement, all grievances shall be handled as follows:

**Step 1:** The aggrieved employee shall first present the grievance to the Principal of the building to which the employee is assigned within ten (10) working days following the event forming the basis for the grievance. A representative of the Union may be present at this meeting.

**Step 2:** If the matter is not settled as a result of the discussion with the Principal, the grievance shall be reduced to writing, citing the specific provisions alleged to have been violated, and presenting to the Assistant Superintendent within five (5) working days following the discussion with the Principal. The Assistant Superintendent shall hear the grievance within five (5) working days after the grievance has been presented at this step and shall respond in writing to the Union within ten (10) working days following such hearing.

**Step 3:** If the grievance is not settled at Step 2 it shall be presented, in writing, to the Superintendent of Schools within five (5) working days following receipt of the written response from the Assistant Superintendent. The Superintendent shall hear the grievance within ten (10) working days after the grievance has been presented at this step and shall respond in writing within ten (10) working days after the hearing.

**Step 4:** If the grievance is not settled at Step 3, it shall be presented to the Committee in writing at the next regular meeting of the Committee following receipt of the written response from the Superintendent. The Committee, or a duly appointed Subcommittee, shall hear the grievance within thirty (30) working days after the grievance has been presented at this step and shall respond in writing within fifteen (15) working days of having such hearing

**Step 5:** If the grievance is not settled at Step 4, the Union may, within thirty (30) working days after receipt of the written response of the Committee, submit the grievance to arbitration by referring the matter to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining of said Association applicable to voluntary labor arbitrations.

Any arbitration hereunder shall be conducted in accordance with the then current rules of the American Arbitration Association applicable to labor arbitrations, subject to the provisions of this Agreement. The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. In reaching his/her decision, the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, the Union and the employee who initiated the grievance. The expense of the arbitrator's services and the proceedings shall be borne equally by the Committee and the Union.

## **8.2 Time Limits**

The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. Any such time limit may be extended in a case by mutual agreement, provided such extension is set forth in writing and signed by the party for whose benefit the time limit was established. If it is not possible to refer the grievance at any step within the applicable time limits due to the absence of the appropriate representative of the Committee, the grievance may be referred to the next step. If a grievance is not referred to the next step in the grievance procedure within the applicable time limit it shall be considered as settled on the basis of the last answer given.

## **8.3**

Any grievance involving the discharge of an employee may be presented initially at Step 3 within ten (10) working days following the notice of discharge.

## **ARTICLE IX: SENIORITY**

### **9.1 Definition**

An employee's seniority shall be defined as being equal to his/her length of continuous employment by the Committee unbroken by and of the reasons specified in Section 9.4. Any period of continuous employment by the Hamilton-Wenham Regional School District Committee immediately preceding employment by the Committee shall be considered in computing an employee's seniority.

### **9.2 Probationary Period**

Newly hired employees and employees hired after they have lost their seniority shall have no seniority status until they have completed a probationary period of one (1) year. The Committee may discharge or lay off any employee, with or without just cause during his/her probationary period and such action shall not be the basis for a grievance under this Agreement. Upon completion of his/her probationary period, the employee's seniority shall date from the date of his/her hire. Days lost from work because of sickness or accident during the probationary period shall not be considered in computing said one (1) year period but shall not break the consecutive period.

### **9.3 Layoff, Transfers, Promotions, and Demotion**

- a. In the event that the Committee shall decide to lay off, transfer, or promote, demote employees, the Committee will make its decision on the basis of the employee's qualifications such as ability, experience, physical condition, training, skill and other relevant qualifications. When two (2) or more employees' qualifications are considered equal by the Committee, the Committee will then give preference to the employee with the greatest seniority.
  
- b. **Job Posting and Bidding:** Whenever a vacancy in a bargaining unit position occurs, a notice of such vacancy shall be posted in each of the buildings as far in advance of the appointment as is reasonably possible. Such notice shall set forth the building location, hours, and a brief description of the position. Any employees who wish to fill such vacancy shall notify the Assistant Superintendent within five (5) working days after notice of such vacancy is posted. Consideration shall be given to each employee who applies, except that the provisions of this subsection shall in no way limit the Committee's right to seek applicants from any other source.



#### **9.4 Loss of Seniority**

An employee shall lose his/her seniority if he/she:

- a. quits or resigns
- b. is discharged, terminated, or retired by the Committee
- c. fails to report to work upon recall from a layoff immediately, if available, but in any event within seventy-two (72) hours after receipt of notice of recall; or
- d. is absent from work for any reason, including layoff for a continuous period equal to his/her seniority, not to exceed one (1) year.

### **ARTICLE X: UNION REPRESENTATIVES & ACTIVITY**

#### **10.1**

The Union may designate three (3) employees to serve as stewards and shall notify the Committee of their names and identify the buildings(s) each represents.

#### **10.2**

The Committee agrees to allow representatives of the American Federation of State, County, & Municipal Employees, AFL-CIO, State Council 93, Local 2905 to enter the school premises to confer with employees during lunch breaks or after work hours as long as care is used not to disrupt the work school schedule and approval is obtained in advance from the Superintendent or his/her designee.

### **ARTICLE XI: SICK LEAVE, SICK LEAVE BANK & 403(b) PLAN**

#### **11.1 Sick Leave**

Employees will be provided eighteen (18) sick days per year and a 180-day cap for sick leave buyback.

#### **11.2**

Sick leave shall be granted only in the event of sickness or injury to an employee. In the event of sickness or injury, the Principal or Superintendent may require a physician's certificate as to such sickness or injury.

### **11.3 Sick Leave Credits**

Whatever sick leave credits an employee may have at the effective date of this Agreement, shall be retained.

### **11.4 Sick Leave Bank**

**All Members are eligible to participate in the Sick Leave Bank (Bank).**

The Bank will be managed on a Contract Year basis (July 1st – June 30th).

- a. Each Member will contribute two (2) sick days per Contract Year to the Bank during the term of this Agreement beginning Year 1.
- b. A passive enrollment will occur at the beginning of each Contract Year; each member will be automatically enrolled in the Bank unless he/she opts out as follows.
  1. In Year 1, a Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) within two (2) weeks of the execution of this Agreement. In Years 2 and 3, a Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) by July 15th.
  2. In all years, a new hire Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) within two (2) weeks of their first day of employment.
  3. Members will not be reimbursed for prior year contributions to the Bank if they choose to opt out of the Bank in subsequent years.
- c. Any balance in the Bank that exists at the end of a Contract Year shall be automatically carried over to the next Contract Year.
- d. The Bank will be administered by the Assistant Superintendent (or Designee) and will be maintained within the District's Accounting System which is currently Budget Sense.
- e. If the Bank becomes exhausted during any Contract Year, it shall be renewed through a passive contribution of one (1) additional sick day from all active Bank Members.
- f. Members are limited to draw a maximum of sixty (60) sick days from the Bank during their employment with the District.
- g. Members must be active participants in the Bank in order to be eligible to draw from the Bank.
- h. A Member must have exhausted all accrued sick and personal time in order to be eligible to draw from the Bank.

- i. A Member cannot access Bank benefits concurrently with Long Term Disability or other similar benefits.
- j. A Member can only access the Bank as a result of his or her own serious health condition (e.g. illness or Accident). The Bank cannot be accessed for the following reasons: birth of a child, maternity, adoption, or to care for an immediate family member (spouse, son, daughter, or parent).
- k. An Application for Sick Leave Bank Benefits must be made, in advance, and in writing to the Superintendent (or Designee) and must be accompanied by a Certification (Letter) from the Members Primary Health Care Provider. The Certification must be deemed satisfactory by the Superintendent (or Designee). If it is not satisfactory, the Superintendent (or Designee) can request that additional medical information be provided before an Application can be approved.
- l. The decision of the Superintendent (or Designee) with respect to any Application for Sick Leave Bank Benefits shall be final.

### **11.5 403(b) Plan**

The School Committee will match the first two hundred and fifty dollars (\$250.00) contributed by each employee. The School Committee will not be responsible for any administrative costs relating to this program and the only legal responsibility related to the 403(b) Plan will be to transmit the contribution to the appropriate vendor or vendors.

## **ARTICLE XII: WORKERS' COMPENSATION**

### **12.1 Workers' Compensation**

The Committee shall provide Workers' Compensation Insurance in the event of industrial accidents. Employees eligible for or receiving benefits under this policy shall not be entitled to paid sick leave under Section 11.1.

## **ARTICLE XIII: TRAVEL REIMBURSEMENT**

### **13.1 Travel Reimbursement**

Day Custodians will be reimbursed for travel at IRS rate using for those times their vehicle is used to transport items or to conduct school related business. The reimbursements must be pre-approved by the Building Principals. Custodians must submit requests for travel reimbursement on the District Reimbursement form as per our auditors.

## **ARTICLE XIV: CLOTHING ALLOWANCE AND APPROPRIATE ATTIRE**

### **14.1 Clothing Allowance**

An annual clothing allowance of \$325 will be provided to all members. Members hired after January 1st in any given year will receive a prorated allowance of \$162.50 in their first year of employment. Payments will be made upon submission of original sales receipts in connection with the purchase of work clothing including pants, shoes, outerwear, etc. All requests for reimbursement must be submitted to the Business Office by June 15th of each year. Unused balances cannot be carried over from year to year.

### **14.2 Appropriate Attire**

The District will provide each member with five (5) tee shirts, five (5) collared shirts, and two (2) sweatshirts annually, When necessary the District will provide additional tee shirts The District will also provide each member with one (1) winter coat, one (1) pair of winter gloves, and one (1) knit hat every three (3) years. All shirts and sweatshirts will be embossed with a HWRSD logo. Color schemes of District provided clothing as well as District logos will be determined by District Administration. Members will be required to wear District provided clothing when in the employment of the District; no exceptions. Work pants must be clean and appropriate for a public-school setting (e.g. jeans, Dickies, Carhartt) and must be in good condition with no obvious rips or stains. Footwear must be clean and appropriate for the role and setting and must be in good condition. In the event there is disagreement between a Member and a Principal and/or Director of Facilities regarding the appropriateness of attire or footwear, the Assistant Superintendent shall decide. Shorts will only be permitted May through September.

## **ARTICLE XV: PROFESSIONAL DEVELOPMENT & TRAINING**

### **15.1 PD & Training**

A total of \$1,500 will be budgeted annually for Custodian training. The amount is a total sum for the unit and is available on a “first come-first serve” basis. Further, requests shall be submitted to the Director of Facilities and Maintenance for approval: all training shall be directly related to the Custodian’s job description.

### **15.2 Safety and Training**

All members will participate in and successfully complete the training programs planned by the District in the areas of health & safety, cleaning, maintenance, equipment usage, and building management. The cost of all training programs will be borne by the District. The Director of Facilities and Maintenance shall propose all training programs which shall be approved in advance and in writing by the Assistant Superintendent.

## **ARTICLE XVI: HOLIDAYS**

### **16.1 Paid Holidays**

The following holidays, including Legal Holidays, in the Commonwealth of Massachusetts shall be observed as paid holidays for employees:

New Year's Day	Martin Luther King Day	Washington's Birthday	Labor Day
Columbus Day	Veteran's Day	Patriot's Day	Memorial Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day	Good Friday
	Independence Day		

Members will be provided half-day holidays on the Wednesday before Thanksgiving, Christmas Eve and New Year's Eve. If additional holidays are added to the school calendar by the School Committee and/or the Superintendent, they will be observed as paid holidays by the bargaining unit members.

## **16.2**

The District agrees to provide one (1) floating holiday per year that can be used at any time with the prior approval of the Director of Facilities/Maintenance and Building Principal, if applicable.

All floating holiday requests shall be made at least two (2) weeks in advance of the requested day off.

## **16.3**

For each of the days observed as a paid holiday under this Agreement, an employee shall receive holiday pay equal to his/her regular straight time hourly rate. Should any of the holidays listed in Section 16.1 occur on an employee's scheduled day off, the employee shall be granted another day off on his/her next scheduled working day except that should school be in session on the next scheduled working day, the employee will be granted an additional day off in lieu of such holiday. This additional day will be granted on a day when school is not in session. The Building Principal with the Custodian will determine the exact date. In order for an employee to receive holiday pay under this provision, he/she must work his/her normally scheduled working day next proceeding, and his/her normally scheduled working day next following the holiday. For purposes of this section, an employee shall be treated as having worked his/her normally scheduled working day if he/she received sick leave, funeral leave or jury duty pay for such day. If a holiday occurs during an employee's vacation period, he/she shall receive holiday pay for that day in lieu of vacation pay, provided the employee satisfies the conditions of this section and shall receive an additional day's vacation with pay.

## **ARTICLE XVII: VACATION**

### **17.1 Vacation**

- a. Employees with seniority of less than one year: During the first year of employment, a custodian will be entitled to one (1) day per month up to a total of ten (10) days.
- b. All custodians will complete the “Request for Leave” form indicating “Vacation” no later than three (3) weeks prior to vacation and will receive a reply from his/her Supervisor/Principal/Director within one (1) week.
- c. All vacation time must be approved by the Immediate Supervisor, Principal, or Director and will be granted based upon the needs of the school.
- d. With the exception of a three (3) week period prior to the start of a new school year, Custodians may take one (1) week vacation leave at any time during the school year.
- e. However, two Custodians in the same school will not be granted vacation at the same time. The Supervisor will endeavor to grant vacations for the period requested except when conflicts with other employee vacations create a lack of staff or would interfere with the normal operation of the school.
- f. It is recommended that all Custodians work with their Principal and/or Head Custodian to plan, as far in advance as possible, the schedule of their use of vacation day(s).
- g. Upon termination of employment the employee shall be paid vacation pay prorated according to the number of months worked since the preceding July 1, as bears to twelve. If termination is caused by death, payment of unused vacation shall be made to the employee’s estate.
- h. In the summer or school vacation periods at the middle and high schools, no more than two (2) Custodians can be on vacation at the same time.
- i. In the summer, at the elementary school, no more than one (1) Custodian can be on vacation at the same time.
- j. The Supervisor’s, Principal’s, or Director’s decision regarding vacation leave is non-grievable and non-arbitrable.

## 17.2 Number of Vacation Days

- a. An employee in the Committee's employ of June 30 whose seniority as of that date is one (1) year or more will be entitled as of said June 30 to a paid vacation in accordance with the following schedule:

Seniority on June 30	Number of Paid Vacation Days
1 year	10 vacation days
5 years	15 vacation days
10 years	20 vacation days
13 years	21 vacation days
15 years	22 vacation days
17 years	23 vacation days
19 years	24 vacation days
20 years	25 vacation days

- b. A week's vacation pay shall be equal to forty (40) times the employee's regular straight time hourly rate.

For the purpose of this Article, all vacation time must be approved in advance by the immediate Supervisor, Principal, or Director of Facilities and Operations, and vacation leave will be granted based upon the needs of the school. The supervisor's, Principal's or Director's decision regarding vacation leave is non-grievable and non-arbitral.

## 17.3 Carrying Over Vacation Days

Members may carry over up to five (5) vacation days to the next fiscal year if requested in writing to the Superintendent and with the approval of the employee's supervisor by June 1. In situations where workload demands make it infeasible to utilize all accrued vacation, the Superintendent, or his designee, may grant the member permission to carry over up to an additional five (5) days of vacation. Vacation carryover in any one year shall not exceed ten (10) days.



## **ARTICLE XVIII: LEAVES OF ABSENCE**

### **18.1 Personal Leave**

- a. Each Custodian who works a minimum of a 20-hour week will be granted two (2) days' non-cumulative personal leave for the purpose of transacting or attending to imperative legal business, household, family, or other matters. Personal leave will not be granted to extend a vacation or holiday period.
- b. Additional days may be granted upon the recommendation of the Principal and at the discretion of the Superintendent.
- c. Except in instances of hardship, written requests for such leave will be made to the Principal at least 48 hours in advance with the reason for requesting such leave.
- d. A member may carry over one additional personal day for a total of three days in the subsequent fiscal year. A member must provide notice on or before May 1st as to whether he/she intends to carry over a personal day.

### **18.2 Bereavement Leave**

- a. Up to five (5) extra days per year for death in the immediate household or immediate family of such Union member, or the death of another close significant person to the Union member. Notification of the need for such leave shall be made to the Superintendent.
- b. Additional consecutive days may be granted upon request with approval of the Superintendent for the following reasons: travel, distance and time, legal matter, religious reasons, delayed funeral or for any other unforeseen circumstances. However, the determination of the Superintendent concerning such additional days shall not be subject to the grievance and arbitration procedures of this Agreement.

### **18.3 Family Illness**

Employees may use up to five (5) days of sick leave per year for family illness.

#### **18.4 Religious Leave**

- a. Each employee will be granted non-cumulative, paid leave for the purpose of attending to religious obligations. Such leave will not exceed three days per school year.
- b. Pursuant to the District's Religious Observances Policy; employees must complete and submit the District "Request for Leave" form noting "Religious Observances" to his/her Immediate Supervisor.

#### **18.5 Parental Leave**

- a. A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for parental leave, as described in the sections below of this article, if the member of the bargaining unit provides to the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.
- b. Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purpose of giving birth, or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child.
- c. Additionally, under the Family Medical Leave Act (FMLA), an employee who has completed one full year in the District, shall be entitled to an additional four (4) weeks leave (for a total of twelve weeks leave) beyond the eight (8) weeks granted under MGL, Chapter 149, section 105D for the purpose of giving birth or adoption. If the employee has not completed one full year in the District, s/he is only entitled to an eight (8) week leave.
- d. Upon receipt of a doctor's letter verifying disability periods due to pregnancy and childbirth that certifies the length of time the employee will be disabled; an employee is eligible to use accumulated sick days towards the leave. The remaining portion of the leave will be unpaid.
- e. The employee, upon completion of parental leave, shall be restored to the position s/he held when the leave commenced or a substantially equivalent position.

## **18.6 Unpaid Leave**

- a. Any Custodian whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for up to six (6) months in accordance with Massachusetts General Laws. Such requests must be made to the Principal, with final approval granted by the Superintendent.
- b. A leave of absence without pay for six (6) months will be granted for the purpose of caring for an ill spouse, parent, child or sibling, as well as for other relative(s) provided he/she/they reside in the Custodian's household and who is/are dependent upon the Custodian for care. Such requests must be made to the Principal, with final approval granted by the Superintendent.

## **18.7 Military Leave**

Any employee, who enlists or is drafted into the military service of the United States, or in an auxiliary corps connected therewith, is granted a leave of absence without pay. In accordance with MGL Chapter 708 of the Acts of 1941, of the Acts of 1943, Chapter 367 of the Acts of 1947, and Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), members and former members of the U.S. armed forces (active and reserves) have the right to return to the position he/she held before military service. Upon written request to the Superintendent of Schools within five years (total) after the termination of such service, the employee shall be reinstated or reemployed in the same or similar office or position held by him/her at the time of enlistment or conscription, provided that if so required by the Superintendent of Schools, he/she files the certificate of a registered physician that he/she is not disabled or incapacitated from performing the duties of office or position. Upon his/her immediate return, his/her salary shall be the same he/she would have received had the period before his/her military service had been spent in the Hamilton-Wenham Regional School District.

- a. Notice:

The employee (or responsible officer from military unit) must give advance notice to the Superintendent before leaving for active duty. Notice can be oral or in writing, but one can

best protect one's rights by sending a letter by certified mail, or having the Superintendent sign a copy of the letter, acknowledging receipt.

b. Duration:

The employee can be gone from his/her position for up to five (5) years (total). Any absences from the HWRSD protected under previous law count towards the total. Most periodic and Special Reserve and National Guard training does not count towards the five (5) year total.

c. Prompt Return to Work:

If the employee has been gone up to thirty (30) days, the employee must report to work on the first workday which begins after safe travel time from the duty site plus eight (8) hours to rest.

If the employee has been gone 31 to 180 days, the employee must apply in writing for work within fourteen (14) days after completing military service.

If the employee has been gone 181 days or more, the employee must apply in writing for work within ninety (90) days.

## **ARTICLE XIX: JURY DUTY**

### **19.1**

The Committee agrees to pay the difference between an employee's normal week's wages and compensation received while serving on jury duty. In order to qualify for such compensation, the employee shall furnish satisfactory evidence from the Clerk of Court as to jury duty compensation.

In the event that jury duty is concluded early on any day, the employee will be expected to report back to work, providing that he/she can work a reasonable amount of time.

## **ARTICLE XX: HEALTH INSURANCE**

### **20.1 Insurance**

The parties agree to continue bargaining health insurance benefits and plan design pursuant to MGL c32B, Section 19.

The Committee will reimburse members on HMO Plans for the first 50% of their deductible: \$500 for members with individual coverage and \$1,000 with family coverage. The HPHC Health Reimbursement Account (HRA) claims process will automatically provide payment to the provider within two business days of receiving the claim. An electric file will be sent to the HRA vendor weekly. Members will not be required to submit paperwork. In addition, members currently enrolled in the Lo Option plan will be compensated with \$100 per year. Members enrolled in the Point of Service and Preferred Provider Option plans will not be eligible for the Health Reimbursement Account (HRA) referenced above.

## **20.2 Insurance for Employees on Unpaid Leave**

Employees on unpaid leaves of absence may continue group insurance coverage as provided by the Committee to members of this bargaining unit by paying the full premium cost.

# **ARTICLE XXI: STRIKES AND LOCKOUTS**

## **21.1**

During the term of this Agreement and any extension or renewal thereof, there shall be no strikes, walkouts, work stoppages, lockouts, picketing, banners, or advertisements of other interferences with the activities of the Committee.

## **21.2**

The Committee may impose disciplinary action, including discharge, upon any or all of the employees involved in a violation of this Article. Such action by the Committee shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not the employees who were disciplined in fact participated in, encouraged, or were responsible for such violation.

## **ARTICLE XXII: PERFORMANCE EVALUATIONS**

### **22.1**

The Union and the Committee will negotiate job descriptions which will be agreed to no later than December 31, 2019.

### **22.2**

1. New employees are considered to be “employees at will” during the first year of employment herein referred to Probationary Period (see Section 9.2). The Committee may discharge an employee during this Probationary Period with or without cause. Any such action shall not be the basis of a grievance.

After the Probationary Period, members are considered full employees of the District and will be evaluated according to the system described herein. Members will be evaluated by their Supervisor/Principal/Director, who shall be employed outside of the Union. Generally, Building-Based Custodians will be evaluated by the Building Principal in collaboration with the Director of Facilities and Grounds, and maintenance personnel by the Director of Facilities and Grounds. The evaluation will be ongoing and will be based on observations of the employee’s performance relative to the specific requirements of the employee’s position. By June 1 of each year, each member will receive at least one formal written evaluation that includes a recommendation on his or her employment status for the following year. The document (instrument) used for the evaluation will be mutually agreed upon by the Union and the School Committee.

2. If a member has received an overall rating of “Needs Improvement,” the member will be put on an Improvement Plan. Said Improvement Plan will have specific guidelines regarding the performance improvements required and the timelines to demonstrate these improvements. The Improvement Plan will be in place for six (6) months. If, at the midway point of the improvement plan, the employee demonstrates a level of acceptable proficiency as defined by the evaluator, the improvement plan may be terminated at the discretion of the evaluator. If, after six (6) months, the member has not demonstrated improvement, the member may be subject to discipline / up to and including termination of employment.

### **22.3 Improvement Plan Details**

An Improvement Plan is for those Employees that have received an overall rating of “Needs Improvement” on their Annual Performance Review.

An employee on an Improvement Plan shall work with their Evaluator. The Evaluator is responsible for providing the employee with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the employee must complete to demonstrate improvement and the assistance to be provided to the employee by the District.

The Improvement Plan process shall include:

- Within ten (10) school days of notification to the Employee that the Employee is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Employee to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Employee.
- The Employee may request that a representative of the Union attend the meeting(s).
- The Union President will be informed that an Employee has been placed on an Improvement Plan and will be provided with the name of the Employee and the time of all meetings.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), that must be improved;
- Describe the activities and work products the Employee must complete as a means of improving performance;

- Describe the assistance/resources, be it financial or otherwise, that the District will make available to the Employee;
- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s);
- Identify the individuals assigned to assist the Employee which must include minimally the Supervising Evaluator; and
- Include the signatures of the Employee and Evaluator.

A copy of the signed Plan shall be provided to the Employee. The Employee's signature indicates that the Employee received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

Decision on the Employee's status at the conclusion of the Improvement Plan.

One of two decisions must be made at the conclusion of the Improvement Plan.

1. If the Evaluator determines that the Employee has not made substantial progress toward proficiency and that the Employee's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Employee be disciplined, up to and including termination from employment. If the employee disagrees with the recommendation to be disciplined, he/she has the right to follow the grievance procedure.
2. If the Evaluator determines that the Employee has made substantial progress toward proficiency the Evaluator shall recommend to the Superintendent that the Improvement Plan cease and indicate the completion in their file.



## **ARTICLE XXIII: THE CONTRACT**

This Agreement shall become effective as of the first day of July 2018 and remain in full force and effect until June 30, 2021, and thereafter from year to year unless terminated by notice in writing given to either party to the other on or before February 1 prior to the expiration of the above stated period or any subsequent year of the existence of the Agreement.

Agreed to this            day of October 2019 by the Hamilton-Wenham Regional School District Committee by its chairperson and by the American Federation of State County and Municipal Employees (AFSCME) LOCAL 2905 BY ITS REPRESENTATIVE.

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**David Polito**  
**Hamilton-Wenham Regional**  
**School Committee**

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**Frank G. Cirinna III**  
**Chapter Chair**  
**AFSCME Local 2905**

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**Sean Cronin**  
**Staff Representative,**  
**Council #93**

**Appendix A:  
Schedule for Custodial Salaries: 2018-2021**

**Year 1 - July 1, 2018 - June 30, 2019 (Reflects 2.5%)**

**CUSTODIAN**

	Regular	Overtime	Double
Year 0-1	\$18.73	\$28.10	\$37.46
Year 1 +	\$21.50	\$32.25	\$43.00

**Head Custodian/Maintenance Technician/Maintenance Working Foreman\***

	Regular	Overtime	Double
Year 0-1	\$22.16	\$33.24	\$44.32
Year 1 +	\$25.22	\$37.83	\$50.44

\* - The Maintenance Working Foreman shall receive an annual stipend equal to \$10,000 paid in equal installments over the course of the Fiscal Year.

\*- If a Bargaining unit member holds a Massachusetts License for Electrician, Plumber, Refrigeration, or Unrestricted Sheet Metal, the Bargaining Unit Member shall receive an annual stipend of \$1,000 paid in equal installments over the course of the Fiscal Year.

**Schedule for 2nd and 3rd Shift Differential**

An additional \$1.40 per hour will be added to the appropriate wage for each hour worked for that bargaining unit member who was one-half or more of his/her regular duty performed before

8:00 a.m. or after 3:00 p.m.

**Year 2 - July 1, 2019 - June 30, 2020 (Reflects 2.5%)**

**CUSTODIAN**

	Regular	Overtime	Double
Year 0-1	\$19.20	\$28.80	\$38.40
Year 1 +	\$22.04	\$33.06	\$44.08

**Head Custodian/Maintenance Technician/Maintenance Working Foreman\***

	Regular	Overtime	Double
Year 0-1	\$22.71	\$34.07	\$45.42
Year 1 +	\$25.85	\$38.78	\$51.70

\* - The Maintenance Working Foreman shall receive an annual stipend equal to \$10,000 paid in equal installments over the course of the Fiscal Year.

\*- If a Bargaining unit member holds a Massachusetts License for Electrician, Plumber, Refrigeration, or Unrestricted Sheet Metal, the Bargaining Unit Member shall receive an annual stipend of \$1,000 paid in equal installments over the course of the Fiscal Year.

**Schedule for 2nd and 3rd Shift Differential**

An additional \$1.44 per hour will be added to the appropriate wage for each hour worked for that bargaining unit member who was one-half or more of his/her regular duty performed before

8:00 a.m. or after 3:00 p.m.

**Year 3 - July 1, 2020 - June 30, 2021 (Reflects 2.25%)**

**CUSTODIAN**

	Regular	Overtime	Double
Year 0-1	\$19.63	\$29.45	\$39.26
Year 1 +	\$22.54	\$33.81	\$45.08

**Head Custodian/Maintenance Technician/Maintenance Working Foreman\***

	Regular	Overtime	Double
Year 0-1	\$23.22	\$34.83	\$46.44
Year 1 +	\$26.43	\$39.65	\$52.86

\* - The Maintenance Working Foreman shall receive an annual stipend equal to \$10,000 paid in equal installments over the course of the Fiscal Year.

\*- If a Bargaining unit member holds a Massachusetts License for Electrician, Plumber, Refrigeration, or Unrestricted Sheet Metal, the Bargaining Unit Member shall receive an annual stipend of \$1,000 paid in equal installments over the course of the Fiscal Year.

**Schedule for 2nd and 3rd Shift Differential**

An additional \$1.47 per hour will be added to the appropriate wage for each hour worked for that bargaining unit member who was one-half or more of his/her regular duty performed before 8:00 a.m. or after 3:00 p.m.

