

AGREEMENT
between
BRIDGEWATER-RAYNHAM REGIONAL SCHOOL DISTRICT
and
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 1700
(Maintenance/Custodian/Grounds)

THIS AGREEMENT entered into by the Bridgewater-Raynham Regional School Committee (hereinafter referred to as the Committee) and Local 1700, State. Council 93, American Federation of State County and Municipal Employees. AFL-CIO (hereinafter, referred to as the Union) has as its purpose the promotion of harmonious relations between the Employer and the Union, an establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

July 1, 2015 through June 30, 2018

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ARTICLE I
Recognition

The employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all maintenance, grounds and custodial employees of the Bridgewater-Raynham Regional School District excluding the Director of Facilities, managerial, confidential and all other employees.

The employer 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.

ARTICLE II
Union Dues and Initiation Fees

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization dues form and the dues will be deducted from each regular paycheck. During the life of this Agreement and in accordance with the terms of the form or authorization of check-off of dues hereinafter set forth, the employee 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 amount of the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

ARTICLE III
Agency Service Fee

The provisions of this Article shall not apply to those present employees who have not authorized due deductions but shall apply to:

- a. those employees who have authorized dues deductions and elect to revoke that authorization; and
- b. all future new hires employed subsequent to the date of execution of the Memorandum of Agreement.

Bargaining unit members described in Article I, Recognition Clause, who refuse or withdraw from membership in the Union shall on or after the thirtieth day following the

beginning of their employment or of the effective date of this Agreement, whichever is later, as a condition of continued employment pay an agency service fee equal to the dues of the above organization.

The Union agrees to indemnify and hold harmless the School Committee of the Regional School District against all claims, suits or other forms of liability arising out of the deduction of said agency service fee from an employee's pay or out of the application of this Article.

The Union shall assume full responsibility for the disposition of the monies so deducted once they have been released to the Treasurer of the Union. Said Treasurer shall provide the District Treasurer with any information that may be required pursuant to the Massachusetts General Law, Chapter 180, Section 17G.

The deduction of the agency service fee shall be made by the committee through its treasurer only during the existence of an executed agreement between the School Committee and the Union.

The Union may not discriminate against any employee on the basis of non-membership in the Union or that employee's agency fee status.

AUTHORIZATION FOR PAYROLL DEDUCTIONS

BY:

Name of Employee

TO:

Name of Employer

Effective _____, I hereby request and authorize you to deduct from my earnings each _____ payroll period the amount of \$_____. This amount shall be paid to the treasurer of Local Union No. _____ and represents payment of my Union dues.

These deductions may be terminated by me by giving you a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE IV
Discrimination and Coercion

There shall be no discrimination by agents of the employer against any employee because of his activity or membership in the Union and the employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.

ARTICLE V
Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1 The Union steward and/or representative, with or without the aggrieved employee, shall present the grievance or dispute in writing within five (5) working days to the Director of Maintenance. Within three (3) working days of receipt of the grievance, the Director of Facilities shall meet with the Union steward to discuss the grievance. The Director of Facilities shall respond to the steward within three (3) working days.

STEP 2 If the grievance still remains unadjusted, it shall be presented to the Superintendent in writing within ten (10) working days after the response of the Director of Maintenance is due. Within five (5) working days of receipt of the grievance, the Superintendent shall meet with the Union steward to discuss the grievance. The Superintendent shall respond in writing within five (5) working days.

STEP 3 If the grievance still remains unadjusted, it shall be presented to the School Committee in writing within fifteen (15) working days after the response of the Superintendent is due. At its next meeting, the School Committee shall meet with the Union steward to discuss the grievance. The School Committee shall respond in writing within five (5) working days.

STEP 4 If the grievance has not been settled and if the grievance involves the interpretation or application of any provisions of this contract with respect to wages, hours or working conditions of any employee or employees covered by this contract, the Union may, within thirty-five (35) days after the reply of the School Committee is due, by written notice to the employer, present the grievance for arbitration.

In the event that a grievance is presented for arbitration in accordance with Step 4, the employer and the Union shall forthwith submit the grievance to the Labor Relations Connection, unless the employer and the Union have agreed in writing to submit the grievances to some other neutral arbitrator.

The decisions of the arbitrator, within the scope of his jurisdiction, shall be final and binding on the parties. This arbitrator shall not have authority of alter, modify or amend this contract. The arbitrator shall have the power to restore an employee to his job with all compensation and privileges that would be due said employee. The arbitrator shall be requested to issue his

decision within thirty (30) days after the conclusion of testimony and argument and the presentation of briefs.

The expenses of arbitration, if any, shall be shared equally by the employer and the Union. If either party desires a verbatim record of proceedings, it may cause such a record to be made and the requesting party shall pay for the preparation of the record and make one (1) copy available without charge to the other party and one (1) copy available without charge to the arbitrator.

A grievance shall be deemed to have been waived if the action required to present it at each level in the procedure shall not have been taken within the time specified therefore.

ARTICLE VI

Seniority

The length of continuous service of the employee in the school system shall determine the seniority of the employee.

A seniority list shall be provided to the Union Steward each year no later than July 31st.

Any person called up for active military duty for up to two (2) years shall not lose accrued seniority and it is agreed that such employee shall not earn seniority during this time.

The principle of seniority shall govern in all cases of transfer, recall, decrease or increase of the working force, as well as preference in assignment to shift work and choice of vacation period.

Promotions: In cases of promotion, the following factors will apply: job performance; verified appropriate job experience; qualifications as set forth in job description; and, if all other factors are determined to be equal, seniority shall prevail.

ARTICLE VII

Job Posting and Bidding

When a position covered by this Agreement becomes vacant, or a new position is created by the School Committee, such position shall be posted in a conspicuous place, listing the pay, duties and qualifications necessary for the position. The notice of the available position shall remain posted for seven (7) days and shall be presented to the Union steward. Employees interested shall apply in writing within the seven (7) day period. Merit shall be considered a factor in regard to promotion.

Copies of new positions will be given to Union stewards for the purpose of posting and bidding.

The successful applicant shall be given a three (3) month trial and training period in the new position at the applicable rate of pay. A monthly written evaluation report shall be submitted to the Superintendent by the Head Custodian during this trial period

If no applicant within the system qualifies, the employer may fill the position from outside the school system.

ARTICLE VIII

Hours of Work

- (1) The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.
- (2) The work week for all employees will be forty (40) hours per week.
- (3) All non-school function work performed on Sundays and holidays shall be paid at double time. School function work performed on Sundays shall be paid at the rate of time and one-half (1-1/2). School function work performed on holidays shall be paid at double time.
- (4) All work performed on Saturdays shall be paid at the rate of time and one-half (1-1/2).
- (5) The summer hours shall begin on the Monday following the last day of school for students and teachers.

Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are recommended by the Director of Facilities and approved by the Superintendent.

ARTICLE IX

Overtime

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1-1/2) times his regular rate of pay for work in excess of eight (8) hours in one (1) day.

Any employee called back to work the same day after having completed his assigned work and left his place of employment and before his next regularly schedule starting time, shall be paid at the rate of time and one-half (1-1/2) for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at time and one-half (1-1/2).

To be eligible for overtime work on a weekend, an employee must work the regularly scheduled workday before the weekend, except if the employee is on an approved bereavement, personal day, family illness, or vacation day.

Overtime shall be equally and impartially distributed among the personnel of the maintenance and custodial staff of the school system under the supervision of the Director of Facilities and the Superintendent.

The Director of Facilities shall keep records in each division time book of the overtime work, which shall be submitted weekly to the Superintendent and a duplicate retained by the Director of Facilities. In case of a grievance involving such records, they shall be subject to examination by the Union representative and the employer.

For employees who are required to plow snow more than five (5) hours after their regular shift, the hours beyond those five (5) hours will be paid at double time.

ARTICLE X

Union Representative

The name of the Union steward shall be furnished to the employer immediately after his designation and the Union shall notify the employer of any changes.

He shall also be granted reasonable time during working hours to investigate and settle grievances. He shall also be granted reasonable time to attend meetings of state and national bodies without loss of pay, at the discretion of the Superintendent. Sufficient notice (one-week) shall be forwarded to the employer signifying the intention to attend the above meetings.

The Union steward shall be notified of all new hires and promotions as they occur.

ARTICLE XI

Meal Periods

All employees shall be granted a meal period of one-half (1/2) hour duration. It will be considered part of the 8-hour work day. Whenever possible, the meal period shall be scheduled at the middle of the shift.

ARTICLE XII

Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute rest during each one-half (1/2) shift. The rest period shall be scheduled for the middle of each one-half (1/2) shift whenever this is feasible.

ARTICLE XIII

Cleanup Time

Employees shall be granted a ten (10) minute personal cleanup period prior to the end of each work shift.

Work schedules shall be arranged so that employees may take advantage of this provision. The employer shall make the required facilities available.

ARTICLE XIV

Holidays

The following days shall be considered to be paid holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriot's Day
Veteran's Day

Memorial Day
Independence Day
Labor Day
Columbus Day

Thanksgiving
Friday after Thanksgiving
½ day Christmas Eve
Christmas

In addition to the above, New Year's Eve will be a half (1/2) day provided it falls on a regular work day.

To receive holiday pay, an employee must work the work day before and the work day after the holiday unless the absence is due to an illness for which a doctor's note may be requested by the Superintendent, approved vacation leave or bereavement leave.

Good Friday will be included as a holiday only if school is not in session. In addition, any day that may be declared a holiday by the Governor of the Commonwealth of Massachusetts, General Court or Bridgewater-Raynham Regional School Committee.

Holiday pay shall be eight (8) hours pay at the employee's rate of pay had it not been a holiday.

If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

ARTICLE XV
Sick Leave

Effective July 1, 2012 during the first year of employment, each new employee will be entitled to annual sick leave of twenty (20) days per fiscal year, which shall be earned at a rate of one and two-thirds (1-2/3) days per month. After the first year of employment, each employee will be credited with twenty (20) sick days on July 1 of each year.

Employees hired on or after July 1, 2015 shall be entitled to annual sick leave of 15 days per fiscal year, which shall be earned at a rate of 1 and ¼ days per month to a maximum of 125 days.

Sick leave credit will begin at once if employed on the first day of the month; otherwise, on the first day of the month following employment and shall accumulate each calendar month thereafter. Employees may accumulate sick leave up to 260 days. Any accumulation which present employees have at the effective date of this Agreement shall be retained. The District shall provide each employee with an accounting of his/her sick, vacation and personal time by July 31st of each year and said accounting shall be accurate to the previous June 30th.

A doctor's certificate stating the nature and continuance of the disability is required for any absence, including those days taken to care for a family member, which continues longer than five (5) consecutive work days.

During the summer recess period, a doctor's certificate stating the nature and continuance of the disability may be requested for any absence which continues longer than three (3) consecutive work days. The employee will be notified on the third day if the doctor's note will be required.

The Superintendent, or his/her designee, may request a "fitness for duty" note from a medical physician within two (2) business days of the employee's return to work where the non-work related injury is suspect.

Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

Sick leave days may be used for sickness or injury and for absence because of sickness in the family.

Effective June 30, 2008, the sick leave buyback provision set forth above shall be deleted from the Agreement.

An employee's accrued benefits will be restored upon the employee's return to active employment following a long term illness.

The Committee shall comply with the terms of the Family Medical Leave Act.

ARTICLE XVI *Vacations*

Vacation leave will be credited to each member on the anniversary date of their first day of work as follows:

One year of service	Ten vacation days
Five years of service	Sixteen vacation days
Nine years of service	Twenty-one vacation days
* Hired after July 1, 2015	cap vacation time to 21 days
Fifteen years of service	Twenty-six vacation days
Twenty years of service	Twenty-seven vacation days

*Employees hired on or after July 1, 2015 shall have their vacation time maximized after nine (9) years of service at 21 days of vacation.

Vacation requests must be made two (2) weeks on advance of the date of the vacation and shall be subject to the approval of the Superintendent of Schools or his/her designee.

Vacations may not be taken in blocks longer than two (2) consecutive weeks which may be extended with the prior approval of the Superintendent of Schools or his/her designee.

During the summer recess, employees must provide at least forty-eight (48) hours advanced notice to take a single vacation day.

During the summer recess, no more than 50% of the employees in each building may be on vacation at the same time, except as approved by the Superintendent or his/her designee.

Vacation not used during the year in which it is credited shall not be carried over into subsequent years.

Upon termination of employment, except for cause, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

ARTICLE XVII

Funeral Leave

1. Upon the death of an Employee's spouse, child, step-child, son-in-law, daughter-in-law, parent, parent-in-law, sibling, grandparent, grandchild or member of the immediate household of the employee, said employee will be granted five (5) days' leave with pay.
2. Employees may be granted one (1) day's leave in the event of the death of any person, at the discretion of the Superintendent, unless said person is a member of the employee's immediate household, in which event the employee will be entitled to the aforesaid five (5) days.

ARTICLE XVIII

Personal Leave

Three days personal leave per year may be granted at the discretion of the Superintendent. These days are non-accruable from one year to the next. Unused personal days will be added to an employee's accumulated sick leave.

ARTICLE XIX

Uniforms and Protective Clothing

The employer agrees to provide all material, equipment, tools, license fees and protective clothing required to perform the duties assigned to the employees covered by this Agreement.

Protective clothing shall consist of items as:

Coveralls Goggles Gloves Foul Weather Gear

Each employee shall receive a clothing allowance of three hundred fifty (\$350.00), paid in the first pay period each fiscal year for the purchase of the following: shirts with the Bridgewater-Raynham Regional School District name on them; work appropriate footwear; and, work appropriate pants (no shorts). It is understood that this payment shall have the appropriate taxes withheld from it. The uniform allowance will be prorated for all employees hired after

December 31st. New employees will receive their clothing allowance upon the completion of the ninety (90) day probationary period, which may be prorated as provided above.

Employees shall wear work clothing deemed suitable by the building principal.

ARTICLE XX

Jury Pay

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE XXI

Classification Plan and Pay Rates

In this Agreement and made part of it as Appendix A shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title along with the wages for each position.

ARTICLE XXII

Safety Committee Code

A safety committee composed of one (1) representative of the Union and one (1) supervisory personnel shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices with the employer. It may draw up a safety code with both parties to this Agreement agree to enforce.

ARTICLE XXIII

Miscellaneous Provisions

1. Bulletin Boards - announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of who may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
3. No Discrimination - the parties to this Agreement agree that they shall not discriminate against any person because of race, creed or color, sex or age and that such persons shall receive the full protection of this Agreement.

4. Access to Premises - the employer agrees to permit representatives of the American Federal of State, County, and Municipal Employees, AFL-CIO and/or Council #93 and/or Local #1700 to enter the premises for individual discussion of working conditions with employees, provided that such a representative has secured permission from the Superintendent. Such permission will be granted by the Superintendent if in his judgment such a meeting does not interfere with the performance of the duties assigned to the employees and/or such a meeting will not be disruptive to the educational programs. The representative shall secure the Superintendent's permission prior to any meeting on the property of Bridgewater-Raynham Regional School District.
5. An employee may request that a written reprimand be removed from his/her personnel file after the one (1) year anniversary of it being placed there. It may be removed at the sole discretion of the Superintendent.
6. In the event of a layoff, notification will be provided to the affected employee at least sixty (60) days prior to the effective date of the layoff.
7. Professional development shall be conducted during work time when all employees covered by this Agreement are on the same shift.
8. Prior to the start of each school year, the Director of Facilities will meet with the head custodians and members of each department to establish the shift hours for that school year which shall be subject to approval by the Superintendent. The Director of Facilities shall meet with the maintenance employees to establish the shift hours for the school year. Maintenance employees may be assigned to cover custodial duties whenever necessary.
9. No member of the bargaining unit shall take a School District vehicle home unless directed by the Superintendent or his/her designee.
10. Requests for time-off shall be presented to the Head Custodian for his/her recommendation prior to approval.

ARTICLE XXIV

Purchases

All purchases made by the Regional School District "for delivery by maintenance and custodial personnel" are to be labeled with the persons name and department.

ARTICLE XXV

Summer Renovations

In the event that the work schedule for custodians is switched to the summer recess schedule mid-week, the last evening shift before the switch will be scheduled as 1:00 PM to 9:00 PM.

The School Administration will review with the Head Custodian renovations scheduled to take place during the summer months. A priority list and the time required to effect the renovations set forth on said list shall be established by the Superintendent.

ARTICLE XXVI

Security Check

A security check, which shall be defined as a full walk-around of the building each day and will include a sign-off on a checklist at the conclusion of said walk-around. will be made of the building at such times when school is not in session. Payment for this security check will be three (3) hours at the High School and three (3) hours at the other schools at time and one-half (1 ½) per day, provided, however, such security check will be made by the Head Custodian or his designee. At the High School, if the Head Custodian or maintenance person works an event at the High School when school is not in session, then he/she shall do the security check; if a custodian works an event at the High School, the security check shall be done at the conclusion of the event by the Head Custodian or his designee. A check list will be utilized and a routine surveillance made of the building. If any irregularities are found, the custodian will take whatever action he can to alleviate the emergency (e.g. shut off water, electricity, or whatever), and then notify the Head Custodian or a designed subordinate immediately thereafter; if unable to contact him, then a School Administrator, and report the emergency.

ARTICLE XXVII

Longevity

Longevity will be paid in a lump sum annually in the second pay period in September in accordance with the following:

After ten (10) years	<u>\$400.00</u>
After fifteen (15) years	<u>\$600.00</u>
After twenty (20) years	<u>\$800.00</u>
After twenty-five (25) years	<u>\$1,000.00</u>
After thirty (30) years	<u>\$1,300.00</u>

ARTICLE XXVIII

Duration

1. Effective Date:

The effective date of this Agreement shall be July 1, 2015 to and including June 30, 2018.

2. Termination:

The Agreement will remain in effect for three (3) years. At the end of three (3) years either party may terminate this Agreement provided such termination is transmitted through the registered U.S. Mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

3. Renewal:

Should neither party to this Agreement send a notice of termination as described in section 2 above, this Agreement will be considered to have been automatically renewed for another year.

4. Changes:

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be express, shall be mailed to the authorized parties signatory to the Agreement prior to the thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the article shall preclude the Union from modifying any previous proposals during the course of the negotiations.

ARTICLE XXIX

Years of Service

All employees will retain all years of service and appropriate step level from their respective school systems for purposes of longevity, seniority, vacation, sick time and retirement.

ARTICLE XXX

School Committee Rights

Except as otherwise expressly relinquished or modified by provisions of this Agreement, the Committee retains all rights which it would have in the absence of such agreement. Without limiting the generality of the foregoing and by way of example and not of limitation, such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of employees at any time, to determine the qualifications for and to select its employees, to assign employees to jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the hourly, daily, and weekly schedules of work, to determine the methods, processes and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct and to suspend or discharge its employees for just cause.

ARTICLE XXXI

Classification Plan and Pay Rates Details

1. All stipends for licenses shall be paid in one (1) lump sum in the first pay period in December;
2. Maintenance employees shall be compensated at the Custodial rate plus \$3,600 (\$1.731 per hour). Additional \$1,200 for not more than one (1) required license.

3. Head Groundskeeper shall be compensated at the Head Custodian rate. Additional \$1,200 for not more than one (1) required license
4. All bargaining unit members shall participate in direct deposit.
5. When a custodian moves into a maintenance position, that employee will maintain their current step and the \$3,600 stipend.
6. An employee promoted to Head Custodian will start at Step 1 of the Head Custodian pay scale
7. Add Head Grounds to Head Custodian pay scale

WHEREFORE, the Bridgewater-Raynham Regional School District Committee and the American Federation of State, County, and Municipal Employees, AFL-CIO, Council #93, Local #1700, have caused this Collective Bargaining Agreement to be executed this _____ day of _____, 2015.

Bridgewater-Raynham Regional School
District Committee

American Federation of State, County, and
Municipal Employees, AFL-CIO, Local 1700

American Federation of State, County, and
Municipal Employees, Council 93
Staff Representative