

Agreement

between

The Weymouth School Committee

and



Unit A - Custodians

July 1, 2017 - June 30, 2020

www.seiu888.org

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ARTICLE 1 - RECOGNITION

The Weymouth School Department acting through the Weymouth School Committee (herein called the Employer) recognizes the SEIU, Local 888 (herein, called the Union) as the exclusive bargaining agent for all matters relating to wages, hours and conditions of employment, on behalf of all employees in Unit A.

ARTICLE II - CLASSIFICATION

The custodian unit will be defined as Unit A and will consist of the following titles:

Custodians – CLS 1
Head Cust Primary
Middle School Heating
Head Cust Chapman
Head Cust Adams
Head Cust High School
High School Heating

ARTICLE III - PERSONNEL RECORDS

Each employee shall have the right, upon written request, to examine and copy any and all material, including any and all evaluations contained in the personnel file concerning such employee. Whenever any material, including evaluations, is inserted into the personnel file or records of any employee, such employee shall be promptly notified and given a copy of such material.

The administration of verbal warnings will be documented and placed in an employee's personnel file

An employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file. An employee may file a grievance based on any material, which results in a negative action. After twelve (12) months, an employee may request, in writing, the removal of documentation from the employee's personnel file.

ARTICLE IV - NOTIFICATION OF VACANCY

Vacancy: A job opening caused by promotion, death, retirement, disability (defined as any absence which exceeds (20) consecutive work days), resignation, discharge, the replacement of a building, the erection of a new building, or an increase in manpower in a building, or in the staff.

A. When a vacancy occurs, notification of the position shall be posted in each school for not less than one week prior to the opening of applications. The notice shall indicate the name of the school or job, the qualifications, which the position requires, and the duties of the position, including the hours and work schedule, if possible.

B. An employee who desires to be considered for the position shall make written application to the Superintendent of Schools.

C. Applications will be opened one week after the posting of the notices. The Superintendent of Schools shall consider all applications

D. Every vacancy may be filled by the Superintendent of Schools. In filling vacancies, the following factors will be considered:

Overall performance

Length of service in present classification when being transferred within grade or to a higher grade

The Superintendent's office will submit the names of all applicants for vacancies to the building principals in order of seniority.

E. Internal candidates shall be granted an interview with the Director or his designee

F. Employees shall not be restricted nor shall they be prevented by the Employers from bidding any position.

G. Nothing in this Section shall limit the Employer's right to abolish or eliminate a position; or to select for employment a person then not in the employ of the school system.

H. New hires into the bargaining unit shall serve a ninety (90) calendar day probationary period. During the probationary period, an employee may be dismissed for any cause and said dismissal will not be subject to the grievance procedure.

ARTICLE V- WORK SCHEDULE

A. A work schedule for purposes of this document is defined as five (5) eight (8) hour work periods, Monday through Friday, inclusive, five (5) eight (8) hour days.

B. The School Committee reserves the right to assign custodians to work at two (2) or more schools during a single work day or to a schedule which includes work at two (2) or more schools in a single work day or to a schedule which includes work at two (2) or more schools during a work week. In the event of extenuating circumstances the School Committee shall have the right to assign work periods other than those as above stated.

C. All employees in continuous operation shall receive two consecutive days off in each seven-day period.

D. The work schedule, starting times and quitting times as well as assigned lunch times of employees shall be posted on a bulletin board at each work location and made available to employees and the Union.

E. Except in documented natural emergency situations, the Employer shall give any offered employee whose schedule is being involuntarily changed seven (7) days written notice of such change.

F. The position of Floating Custodian shall be assigned to the 2:30 PM to 11:00 PM shift only. The Floating Custodian shall be assigned his/her duties each day by the Administration of the School District. The person assigned as the Floating Custodian shall be eligible only for system-wide overtime opportunities. The Floating Custodian shall not be assigned to the shift of a regular custodian on the 2:30 PM to 11:00 PM shift if said custodian reports to work for that shift.

G. While meal breaks will be taken at the discretion of the employee, they shall not be taken in conjunction with a coffee break or at the beginning or end of a shift.

ARTICLE VI - OVERTIME

Employees will be paid at the rate of time and one half of the base rate for work performed beyond eight (8) hours per day and forty (40) hours per week, provided, however, that such hours are not pyramided.

An employee who is required to work beyond this regular work schedule on a holdover situation will be paid at the premium rate. One quarter of an hour will be the smallest fraction of an hour considered,

If an employee is called back to work after completing his regular tour of duty and prior to two (2) hours before starting his subsequent tour of duty, he will qualify for an emergency call back at four (4) hours pay at the premium rate.

If an employee is called back within the two (2) hour prior to starting his tour of duty he will receive a minimum of two (2) hours pay at the premium rate.

When an employee is required to open a building for an outside activity, he shall receive a minimum of two hours pay at the overtime rate of time and one-half, provided he has performed his regularly scheduled work for that day.

Overtime shall be equally and impartially distributed among personnel in each building who ordinarily perform such related work in the normal course of their workweek. Each school's head custodian shall record and display all building overtime on a calendar or display board in the custodians' office on a monthly basis and this shall remain posted through the end of each month.

The parties agree that whenever an overtime opportunity arises, as defined by the building principal in a school building, the custodian regularly assigned to that building will be offered the overtime opportunity before any other custodian. In the event that the custodian regularly assigned to the building either refuse the opportunity or are unavailable for the opportunity, the overtime opportunity shall be offered to the other custodians as follows:

A computerized list of all custodians will be maintained. The list shall be, at first, a seniority list. The list will be updated weekly. The list shall begin January 1 each year.

All overtime opportunities, except those accepted by the custodian in the building in which the opportunity exist, will be compiled and recorded in hourly increments. The hourly totals for each custodian will include all hours worked as well as all opportunities offered to work.

When an overtime opportunity becomes available, the Administrator shall offer it to the custodian on the list with the fewest hours recorded who is available.

If a custodian refuses the overtime opportunity, he/she will be credited with the same number of hours had he/she accepted the overtime opportunity. Between 5:00 AM and 6:30 AM and 12:30 PM and 2 PM, the custodian will be credited with those same hours if he/she is called but not reached.

Custodians who are not interested in accepting overtime opportunities on particular shifts and days shall notify the Central Office, in writing, of those shifts and days for which they do not want to be called.

After three (3) consecutive refusals of overtime opportunities, an employee shall be removed from the District-wide overtime list. To be reinstated onto the district-wide overtime list, an employee shall put his request in writing

When in cases of emergency, it is necessary to call personnel from other buildings to aid and assist, said personnel shall be released from their duties first when the work load lessens,

All Overtime shall be assigned equally insofar as practical and any refused overtime shall be considered as overtime worked for the purposes of assignment of such overtime.

In order to be eligible for overtime work to be performed on Saturday, Sunday or a Monday when it is a holiday, employees must have worked forty (40) hours in the work week (Monday

through Friday - eight (8) hour days) immediately preceding the Saturday or Sunday on which the overtime work is to be performed.

Custodians will not be eligible for overtime work for the three (3) work days immediately following a sick day taken within three (3) work days of working an overtime opportunity. This restriction shall not apply for the first two (2) incidents of such sick leave use in any school year. An "incident" is defined as any consecutive number of work days for which an employee utilizes sick days within three (3) work days of working an overtime opportunity.

Time clock cards are not being used for payroll purposes but will be maintained for the purpose of accurate accounting of hours worked. Any hours outside of the regular shift hours must be pre-approved by the Director or his/her designee

ARTICLE VII - PAID HOLIDAYS

Designated Days:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Good Friday, provided school is
not in session

If Christmas Eve and New Year's Eve fall on Saturday or Sunday, the employees shall receive a compensatory day off to be taken between the following, July 1 and the week preceding the opening of school.

The above mentioned days shall be paid holidays when they occur during the workweek. One-half day shall be granted the last working day before Christmas, if Christmas occurs on Tuesday, Wednesday, Thursday, Friday, or Saturday. One half day shall be granted the last working day before New Year's Day, if New Year's Day occurs on a Tuesday, Wednesday, Thursday, Friday, or Saturday, Employees shall receive regular remuneration for the afternoon. At no time shall the afternoon be deducted from sick leave or vacation unless the employee has been on sick leave or vacation on the preceding day.

In the event that an employee covered by this Agreement is required to work on Thanksgiving Day, Christmas Day and/or New Year's Day, such employee shall receive the holiday allowance for that day and time and one-half (1 1/2) of the base hourly rate of pay for the time worked.

An employee will be given an additional day of vacation when a holiday occurs during the employee's regularly scheduled vacation,

In the event one of the listed holidays should occur outside of an employee's regularly scheduled work week, said employee shall be entitled to a compensatory day off to be taken at a mutually agreed upon date.

In order to be eligible for a holiday, an employee must work the regularly scheduled work day before and the regularly scheduled work day after the holiday, except if the employee is on an approved bereavement, personal day, vacation day or approved compensation day. In the event the employee takes a sick leave, he/she must provide a doctor's note certifying said illness in order to be paid for said holiday.

Compensatory time earned must be taken in the fiscal year of which it is earned.

ARTICLE VIII – SAFETY

A The Employer agrees to provide a safe and clean surrounding in all places of employment.

B. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with the M.G.L. Chapter 111E (Right to Know Law).

ARTICLE IX - ASSIGNMENT OF PERSONNEL BY THE SUPT. OF SCHOOLS

Temporary and provisional employees, unless otherwise approved by Civil Service, shall be assigned to training positions only by the Superintendent. The employee shall carry out his assignment under the direction of the Senior Custodian of the building and the Director of Maintenance/his/her designee.

All employees shall be under the direction of the principal of the building, to which they are assigned in cooperation with the Director of Maintenance/his/her designee.

When an employee is transferred for the convenience of the employer, he/she shall receive his/her regular rate of pay. However, if the transfer is to a higher rated job and is for a period in excess of ten (10) working days, he/she shall receive the higher rate.

ARTICLE X - PHYSICAL EXAMINATIONS

Employees shall successfully pass a physical examination by a school physician prior to employment, as required by State law and the by-laws of the Town of Weymouth.

ARTICLE XI - PAID LEAVES OF ABSENCE

Section A, - Sick Leaves

All regularly appointed employees shall be entitled to sick leave with full pay computed as follows: Sick leave shall be earned at the rate of fifteen (15) days per year with a total accumulation of two hundred and five (205) days. Employees hired on or after January 1, 2015 shall earn ten (10) sick leave days per year and effective January 1, 2015, current employees will earn twelve (12) sick leave days per year.

An employee using accumulated sick leave may be required to submit a written statement from a doctor affirming that personal ill health makes absence necessary when such absence extends beyond four (4) consecutive work days and every four (4) consecutive work days thereafter.

Extension beyond stated sick leave may be given in exceptional circumstances at the discretion of the Superintendent of Schools and the Committee.

Notice of accumulated sick leave will be provided following the end of the fiscal year.

Sick leave may be taken for illness of a spouse or child, up to a limit of four (4) days in any one-year such leave shall be deducted from employee's accumulated sick leave,

The Superintendent of Schools, or his/her designee, will grant one personal day not to be deducted from sick leave provided that an employee requesting such leave submit a written request to the Superintendent at least twenty-four hours prior to the day for which the leave is requested. A second day will be granted under the same conditions; however, it will be deducted from the employee's accumulated sick leave. An additional day may be granted from accumulated sick leave in the event of an extreme need or emergency, which requires absence during work hours upon written request to the Superintendent or his/her designee. A reason must be stated for the third personal day. Written documentation shall be provided upon the approval or disapproval of personal days.

Employees covered by this Agreement, shall be entitled, in the event of retirement or death, to a lump-sum payment based on the following formula:

1. 20% of the then unused accumulated sick leave days.
2. At the then base rate of pay of the employee's classification.
3. Not to exceed \$4,000.

Section A.1 – Sick Leave Bank

1. All employees who contribute one (1) sick day per year as provided below will be members of the Sick Leave Bank.
2. Sick Leave Bank days shall only be available after an employee has exhausted his/her entire personal sick leave, both annual and accumulated, personal days and vacation, and has supplied valid medical evidence.

3. No days may be withdrawn from the Sick Leave Bank for use for any illness other than prolonged illness or accident of the member of the Unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

4. In cases where the Sick Leave Bank policies herein and the Agreement between the parties are in conflict, the provisions of the Agreement shall prevail.

5. Any days left over in the Sick Leave Bank at the end of any school year shall carry over to the next school year. When and if the number of accumulated days is lower than twenty-five (25) days, the Superintendent will inform the President of the Union of the number of days needed in an additional assessment. The Union will assess one additional day to as many employees as necessary. The method of assessment will be determined by the Union.

I. Sick Leave Bank Regulations

1. Any eligible employee who seeks sick leave days from the Sick Leave Bank will, by him/herself or by another person authorized to act on his/her behalf, inform the Sick Leave Bank Committee in writing, setting forth:

the nature of the prolonged illness or accident causing the disability;

an estimate of how long the disability will continue during the year in which person emergency leave is exhausted; and

an estimate of the number of days the employee seeks to withdraw from the Sick Leave Bank.

The employee's application will be accompanied by a written statement from a physician with personal knowledge which will corroborate the employee's statement of the nature and duration of the disability. The Sick Leave Bank Committee may request additional medical evidence and may elect to consult another physician.

2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Union and two (2) members designated by the Committee.

The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave granted.

3. The Sick Leave Bank Committee, acting by a majority thereof, at its sole discretion, may award to any eligible member such number of days, as it deems appropriate for the school year in which the applicant's personal emergency leave is exhausted. The initial grant, however, shall not exceed fifteen (15) days after which the employee may apply for additional days. Decisions of the Sick Leave Bank Committee shall be communicated, in writing, to the applicant, the Superintendent and the Union President.

4. If the Sick Bank Committee is tied (2 to 2), the request is denied.

5. In making its award, the Sick Leave Bank Committee may consider the applicant's prior attendance record and length of service in Weymouth Public Schools. Days will not be granted for reasons other than prolonged illness or accident of an eligible employee.

6. During and upon return from sick leave as may be granted by the Sick Leave Bank Committee, the applicant will be considered as if actively employed by the Committee during the leave and all rights and benefits to which the person is entitled will be credited and available to him/her.

Section B. - Special Leaves of Absence

Employees covered by this Agreement will receive up to four (4) days off with pay in the event of death in the immediate family. The term "immediate family" means the employee's spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren.

Employees will receive one (1) day off with pay for the purpose of attending the memorial service in the event of death of a brother-in-law, sister-in-law, stepparent, stepchild, uncle, aunt, niece or nephew, unless said relative is a member of the immediate household, in which event the employee will be granted up to four (4) days off with pay,

Absences under paragraphs one and two will not be deducted from sick leave. Paragraphs one and two designate that the deceased must be the employee's own relative.

Employees, while serving on jury duty will be paid their regular rate of salary, reduced, however, by the amount received by them from the authority, which compensates them for their jury duty.

The Employer shall respond to all requests for Family Medical Leave consistent with the provisions of the Family Medical Leave Act of 1993.

Snow Days – When the Governor declares a State of Emergency for Norfolk County, employees covered by this Agreement are considered to be essential employees. However, if an employee is unable to report to work due to the State of Emergency, he/she will receive his/her regular day's pay. Employees who do report to work on such days will be entitled to one (1) day compensation time to be used at a mutually agreed upon time. Compensatory time must be taken in the fiscal year in which it is earned.

Section C. - Extended Leaves of Absence

A. Military Leave

Military Leave will be granted to any employee who is inducted, or in lieu of induction, enlists in any branch of the armed forces of the United States. Upon return from such leave, an employee will be placed on a salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of three (3)

years, In the absence of any emergency, the employee must return to work within ninety (90) days of the date of discharge.

A. (1) All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return.

B (2) Upon his/her return from a leave of absence taken pursuant to Section A (Military Leave), an employee will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. With reference to Military Leave, it is recognized that the Committee may-fill the position in question at the time said leave commences.

C, All requests for extended leaves, extensions or renewals will be applied for in writing. If granted, the employee shall be notified in writing.

D. Upon recommendation by the Superintendent of Schools, the Committee may grant leaves of absence for reasons, which they consider good and sufficient with or without remuneration. Decision on such requests is not subject to the Grievance Procedure.

ARTICLE XII – VACATIONS

An employee shall be advanced-his/her vacation time for the upcoming fiscal year on July 1 to be taken between July 1 and June 30. New hires who begin their employment between July 1st and December 31st will receive three (3) days of vacation after completing the ninety (90) day probationary period to be taken between January 1st and June 30th. New hires who begin their employment between January 1st and June 30th will be advanced two (2) weeks' vacation for the upcoming year on July 1st. In the last year of employment, vacation time shall be prorated based upon the permanent hire date and the amount of time worked during that year. (i.e. A staff member who has 20 days of vacation a year whose permanent hire date is 10/1 and retires on 12/31 will receive ¼ of 20 days or five paid days' vacation.)

For an employee hired prior to 7/1/07, remaining vacation days earned from the previous year (based upon prior contract language) shall be paid based on the person's permanent hire date, for purposes of retirement, resignation, death, or dismissal. In order to be eligible for vacation and/ or sick leave pay-out, an employee must notify the superintendent's office no later than 60 days prior to retiring. Under extenuating circumstances, such as family death or personal illness, the superintendent may waive the 60 days' notice upon receipt of proper documentation.

The schedule for vacation will remain on a fiscal year (July 1-June 30). For the purposes of years of service to determine vacation eligibility; years of services shall be calculated on the anniversary of employee's initial date of hire and employees will receive their next level of vacation eligibility on July 1st of the fiscal year in which they become eligible for the next level of vacation.

Excluding temporary or substitute service, the date the employee's permanent service actually began, provided it has been continuous, will determine vacation eligibility.

Employees with five (5) weeks of vacation will be able to take two (2) of those weeks during the school year. Employees with fewer than five (5) weeks of vacation may take one (1) week of vacation during the school year.

Vacation time will not be cumulative from one year to another.

<u>Years of Service</u>	<u>Vacation</u>
From one year to five years	Two weeks
From five years to ten years	Three weeks
From ten years to fifteen years	Four weeks
Four (4) weeks and one (1) day after the 15 th year of employment up to the 20 th year of employment.	
After twenty years	Five weeks

In order to be eligible for vacation, an employee must work the regularly scheduled work day before and the regular scheduled work day after the vacation, except if the employee is on an approved bereavement, personal day, holiday or approved compensation day. In the event the employee takes a sick leave, he/she may be required to provide a doctor's note certifying said illness. Otherwise, the employee will not be paid for the sick day.

Vacations may be taken at the discretion of the Administration. Written documentation shall be provided upon the approval or disapproval of vacation days. All custodians must be on duty the week preceding the opening for school in September.

All custodians must be on duty the week preceding the opening for school in September.

ARTICLE XIII - UNIFORMS

If employees covered by this agreement are required to wear uniforms when on duty, the cost of providing and maintaining the uniform in proper condition shall be paid by the Employer.

The Committee will provide foul weather gear consisting of: 1 rubber jacket, 1 pair of rubber pants, and 1 pair of rubber boots. This foul weather gear will be provided only to employees who are required to perform work out of doors.

Gloves will be provided to employees required to clean boilers. Tools for repair work will be provided by the School Department to Custodians when such repair work is authorized.

ARTICLE XIV- GRIEVANCE PROCEDURE

Section I – Definition:

For the purpose of this Agreement, a grievance shall be defined as a dispute over the interpretation or application of the language of this agreement. No employee in the bargaining

unit as described in Article 1 shall be discharged, suspended, demoted, or otherwise disciplined without just cause.

Section II – Procedure:

Step One: An employee covered by this agreement may file a grievance in writing with his/her immediate supervisor within ten (10) working days from the date on which the incident giving rise to the grievance occurred or when he/she had reasonable knowledge of the incident, or within ten (10) working days from when he/she had received written notice as outlined in the INFORMAL GRIEVANCE PROCEDURE STEP. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at the informal step.

Within five (5) working days after receipt of the written grievance by the immediate supervisor, the immediate supervisor shall conduct a hearing on this matter. A decision shall be rendered within five (5) working days from the close of the hearing.

Step Two: If the Union or an employee is not satisfied with the disposition of the grievance at Step One or if no decision has been rendered within the five (5) working days after the close of the hearing on the matter, the Union or said Grievant may appeal to the Superintendent of Schools. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at the informal Step or Step One. The Superintendent shall conduct or arrange to conduct a hearing with the Union or the Grievant within (5) working days. A decision shall be rendered within five (5) working days from the close of the hearing

Step Three: If the Union or the Grievant is not satisfied with the decision of the Superintendent of Schools, or if a hearing is not scheduled within five (5) working days, or if a hearing was held and no decision has been rendered within five (5) working days after the close of the hearing, the Union may file a request for a hearing with the School Committee. The School Committee shall meet with the Union and/or the grievant at the next regularly scheduled School Committee meeting. A decision shall be rendered within five (5) working days from the close of the hearing.

Within thirty (30) working days thereafter the Union may submit the grievance to arbitration as provided in this agreement.

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

If the Employer exceeds any time limit prescribed as any step in the grievance procedure, the Union and/or the grievant may assume that the grievance is denied and invoke the next step of the grievance procedure, except, however, that only the Union may request impartial arbitration under this Agreement.

The Union shall be notified by the Employer of grievances filed by an employee on his/her behalf and shall be given the opportunity to be present in any grievance meeting between the employee held in accordance with this grievance procedure.

Arbitration Grievances unresolved at Step Three may be brought to arbitration solely by the union. The parties will attempt to agree on arbitration on a case-by-case basis. Failing such agreement within thirty (30) working days from the date of submission of a grievance to arbitration, then the arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the Massachusetts Board of Conciliation and Arbitration. The arbitrator shall have no power to add to, subtract from, or modify any provision of this decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150E. All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding, shall be divided equally between the Union and the Employer. Each party shall bear the cost of preparing and presenting its own case except in the case of an untimely cancellation by either party, then such expense shall be borne solely by the party requesting the cancellation.

Section III - General Provision:

Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the Union shall permit the aggrieved party or parties to proceed to the next step.

Failure at any step of the procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

No reprisals of any kind shall be taken by any party to this Agreement against any party in interest, any witness, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

A grievance that affects a group of employees from different buildings, or is of a general nature, may be submitted in writing by the Union to the Superintendent of Schools directly and the processing of such grievance shall be commended at Level Two.

If any employee covered by this Agreement present a grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement. The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

All decisions shall be in writing, setting forth the decision and reason therefore.

ARTICLE XV- PROTECTION

A. Employees will immediately submit written reports of affrays in connection with their employment, in which they have been involved, to the Superintendent of Schools.

B. This written report will be submitted to a joint committee comprised of two (2) of the Union and two (2) designees of the committee. The joint committee shall investigate the subject of the submitted report and shall comply with any reasonable request from the involved employee for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the employees, the police and the courts.

C. The joint committee shall submit a report to the Union and the committee of its finding, and shall make such recommendations as it deems necessary. If the joint committee recommends that legal counsel be provided the employee, in the event of criminal or civil action being instituted against said employee, then the committee will furnish such legal counsel, if requested by the employee.

If the joint committee does not recommend that legal counsel be furnished or if the committee does not furnish legal counsel for the purpose of defending the employee in a criminal action and the employee prevails in such action, then the committee will reimburse said employee for reasonable counsel fees incurred by him.

ARTICLE XVI - HEALTH AND WELFARE

A. The Town of Weymouth shall provide for its eligible employees a continuation of its contributory group insurance plan, which is in accordance with Chapter 32B, as amended of the General Laws. The employee's contribution of the premium cost under this section shall be deducted bi-weekly.

B. The pre-tax aspects of the so-called "Cafeteria Plan" will be available for the benefit of all members of the bargaining unit covered by this Collective Bargaining Agreement.

C. The Town shall share at least fifty percent (50%) of the cost of this insurance. The insurance shall cover \$2,000.00 life insurance and \$2,000.00 accidental death and dismemberment insurance.

D. Whenever an employee is absent from work as a result of personal injury by an accident or an assault occurring in the course of his employment, payment will be made in accordance with the provisions of Section 69 of Chapter 152 of the General Laws of Massachusetts. This law provides, in part, that a person receiving compensation as a result of total incapacity may have the difference between such compensation and his regular salary made up from overtime and vacation pay which may be due, or from any sick leave allowance to which he may be entitled. However, when a person has exhausted his overtime or vacation pay and/or sick leave allowance, such person is entitled only to the benefits allowable under Workmen's Compensation.

ARTICLE – XVII - POLICIES AFFECTING CIVIL SERVICE EMPLOYEES

Nothing in this Agreement shall be in conflict with Civil Service Rules and Regulations.

ARTICLE – XVIII - NO STRIKE CIAUSE

During the term of this Agreement, the Union, for itself and its members, guarantees the Employer that it will not authorize a strike or other interruption, to the normal functioning of the schools.

In the event of a strike or other interruption to the normal function of the schools, the Union, upon being called upon by the Superintendent or School Committee, agrees promptly to take the following steps:

- A. Publicly declares that such action is unauthorized.
- B. Instruct and direct the employees to return to work.
- C. If these steps do not result in termination of the strike or other interruption, the School Committee may proceed with legal remedies.

ARTICLE - XIX - COMMITTEE RIGHTS CLAUSE

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or imposed upon it by law through custom, practice or usage to direct and manage the operation, function and employees of the public schools. The parties agree that all matters relating to wages, hours and conditions of employment have been subject to collective bargaining under the provisions of Chapter 150E of the Massachusetts General Laws of this Agreement contains all the understandings of the parties relating to these matters,

ARTICLE XX - DUES DEDUCTION

The Union shall have the exclusive right to the check off and transmittal of Union dues and/or agency fees on behalf of each employee. An employee may consent in writing to the authorization of the deduction of Union dues from his/her and to the designation of the Union as the recipient thereof. Such consent shall be in the form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her Union check-off authorization by giving at least 60 days written notice to his/her department head and a copy to the Union.

Agency Fee: Each employee who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, beginning 30 days following the commencement of his/her employment or the date of the signing of this agreement, whichever is later, a service

fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate the employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration the Arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to pay or authorize payment of the required service fee after the authorized thirty (30) days.

ARTICLE XXI- POLITICAL EDUCATION FUND

The employer agrees to honor and to transmit to the Union contribution deductions to the Service Employees International Union, Local 888, COPA (Committee on Political Action) from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

ARTICLE XXII- WAGES

Salary payments to employees by this Agreement will be made on a weekly basis. The Committee shall determine which day of the week will be designated "payday," Effective July 1, 2014, all employees shall be paid bi-weekly and all employees shall participate in direct deposit.

Employees who have completed fifteen (15) years of continuous employment in the Weymouth Public Schools will receive longevity payments of One Thousand Five Hundred Sixty-Seven Dollars (\$1,567.00) per year. It will be paid in the second pay period of May following the employee's qualification for such payment.

Employees who have completed twenty (20) years of continuous employment in the Weymouth Public Schools will receive a longevity payment of One Thousand Seven Hundred and Seventeen Dollar (\$1,767.00) per year. It will be paid in the second pay period of May following the employee's qualification for such payment.

- Effective July 1, 2017, increase the salary schedule in effect on June 30, 2014 by one (1%);

- Effective July 1, 2018, increase the salary schedule in effect on June 30, 2015 by two (2%);
- Effective July 1, 2019, increase the salary schedule in effect on June 30, 2016 by two percent (2%).
- Effective July 1, 2019, add a step 6 to all positions which is \$425 more than step 5
- Employees shall receive their step raise on the anniversary date of their promotion.

ARTICLE XXIII- NEGOTIATION PROCEDURES

Section I - No later than March 1 of the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Union in a good faith effort to reach a successor agreement.

Section II - During negotiations. the Employer and the Union will present relevant data, exchange points of view and make proposals, either party may, if so desired, utilize the services of outside consultants and may call upon professional representatives to assist in negotiations.

Section III - Both parties agree that for the express term of this Agreement they will be bound by the past practice and precedents in working conditions of employees covered by this Agreement unless specifically modified or revised in this Agreement.

ARTICLE XXIV- NON-DISCRIMINATION

The Employer and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, national origin, gender, age, mental or physical handicap, sexual preference, marital status, or union activity. Both the Employer and the Union agree that no provision of this agreement shall be interpreted or applied in a manner inconsistent with the obligation of the parties under the Americans with Disabilities Act.

ARTICLE XXV GENERAL PROVISIONS

1. Employees covered by this Agreement who are assigned to more than one school shall be reimbursed at the DESE state rate per mile for travel which is part of their assigned duties. Such reimbursement will be made upon the submission of evidence of the travel as may be required by the Superintendent.

If an employee wishes and is authorized to use his/her personal vehicle during the course of employment, he/she shall be reimbursed at the rate of twenty-five (\$.25) per mile which is part of

their assigned duties. When an employee is authorized to use his/her vehicle related to his/her employment, he/she shall be indemnified by the Town of Weymouth.

2. Effective July 1, 2002, employees covered by this Agreement, who are assigned to and work the night shifts (any shift that starts after 1430 hours) shall be paid a differential of \$6.00 per day for each day so worked. This differential shall be in addition to their regular base pay and shall not be used for the purpose of salary computation including but not limited to overtime rates, vacation pay, sick leave or holiday allowance.

In the event that an employee works a shift that has a combination of day and night hours, that employee will receive one-half (1/2) of the shift differential for the time that he/she actually works when the differential is in effect.

3. The Committee agrees that, only when necessary, the Shop Steward shall be provided (2) hours each Thursday evening (after 6:00 p.m.) to conduct Union business; provided that the Shop steward submits written notice 48 hours in advance to the building principal; however, when 48 hour notice is not feasible, written notice shall still be provided except in cases of emergency that is, when Union representation is required immediately.

4. The School Department will establish a listing of all employees according to original date of employment.

5. The Committee shall not discipline, suspend or discharge an employee covered by this Agreement "without just cause."

6. In the event the Committee decides to reduce the number of employees covered by the extant Collective Bargaining Agreement, as amended, it shall determine the number of such employees in the various departments to be placed on layoff.

7. The employees to be laid off in such designated departments shall be laid off in inverse order of school system seniority.

8. In the event the employee to be placed on layoff wishes to displace a less senior employee in the same department, then the displacing employee's departmental seniority shall be used for the purpose, and the displaced employee shall be laid off.

9. Employees placed on layoff shall be on recall list for a 36-month period from the effective date of layoff. Recall shall also be based on seniority with the last employee to be laid off in an affected department recalled first.

10. Evaluations: Custodians shall be evaluated annually by their building principal pursuant to the instrument attached hereto and the following procedure:

The custodian and the building principal shall meet at the beginning of each school year to develop a performance plan for that school year;

The custodian and the building principal shall meet periodically during the first half of the year for updates regarding the custodian's performance and any negative comments shall be written and presented to the custodian;

There shall be a mid-year appraisal review which shall include a written rating which shall not be binding;

The custodian and the building principal shall meet periodically during the second half of the school year for updates regarding the custodian's performance and any negative comments shall be written and presented to the custodian; and

There shall be an end-of-the-year formal performance evaluation which shall be written and provided to the custodian who will have the opportunity to review the document and have a written response attached prior to the document being placed in his/her personnel file.

It is understood that in the event that an adverse employment action is taken against a custodian due to his/her performance, said action will be subject to review in accordance with the terms of this Agreement and Massachusetts General Laws.

Further, it is understood that the evaluation process shall be fundamentally corrective with the goal of improving performance and shall not be administered in an arbitrary, capricious or punitive manner.

11. Time off without loss of wages, benefits or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions and caucuses.

12. Each school will be supplied with a gallon of bleach for cleaning purposes as needed.

13. Space at each school will be available for Union bulletin boards.

14. Custodians must punch in and out for all overtime details or assignments. Both overtime card and timecard must match and be submitted together for approval and processing. The Committee shall make every effort to have all benefit leave time (vacation, sick and personal) and overtime hours worked on the employees' pay checks.

15. The high school head custodian shall receive a \$2000 increase to his/her salary.

ARTICLE XXVI- AGENCY FEE

Any employee in a classification covered by this Agreement, who is not a member of the Union in good standing or who does not make application for membership in the Union within thirty (30) days following July 1, 1987, as a condition of continuous employment pay as an agency fee to the union an amount determined in accordance with the guidelines established by the Labor Relations Commissions payable to the union; provided, however, that the employee may authorize payroll deduction for such agency fee in the same manner as provided in this Agreement. Any employee hired subsequent to July 1, 1987, who is not a in good standing or who does not make application for membership in the Union within 30 days following the cement of employment, shall as a condition of continued employment pay said agency fee, In the event that an employee shall not pay such a fee directly to the union or authorize payment through payroll deductions, the Committee shall immediately cause the termination of said employee.

The Union agrees to indemnify and hold harmless the School Committee of Weymouth against all claims, suits, or other form of liability arising out of the deduction of said Agency Service Fee from an employee's pay, or out of the application of this Agreement. 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 to the Committee any information that may be required pursuant to Massachusetts General Laws, Chapter 180, Section 17G.

ARTICLE XXVII DRUG/ALCOHOL TESTING

Where the School Department has reasonable suspicion to believe that:

- (a) an employee is being affected by the use of alcohol or marijuana (pending the determination of state guidelines)
- (b) has abused prescribed drugs; or
- (c) has used illegal drugs

The School Department shall have the right to require the employee to submit to alcohol or drug testing as set forth in this agreement. The foregoing shall not limit the right of the School Department to conduct any testing it may deem appropriate for persons seeking employment in the School Department prior to their date of hire.

Order to submit to testing:

Within forty-eight (48) hours of the time the employee is ordered to testing as authorized by this Agreement, the School Department shall provide the employee with a written notice, setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline but not greater than if he failed the test, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Tests to be Conducted:

Weymouth School Custodians

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July 1, 2017- June 30, 2020

In conducting the testing authorized by this agreement, the School Department shall:

- A. Use only a clinical laboratory, which is certified by the Commonwealth of Massachusetts to perform drug and/or alcohol testing.
- B. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No part of the collection and testing procedures shall be performed by a School Department employee.
- C. Collect a sufficient sample of the same bodily fluid or material (for example, hair samples) from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee.
- D. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration.
- E. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically-accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- F. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory of the employee's choosing at the School Department's own expense; provided the employee notifies the School Department within seventy-two (72) hours of receiving the results of the test.
- G. Require that the laboratory report to the School Department that blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the School Department inconsistent with understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the School Department will not use such information in any manner or form adverse to the employee's interests.
- H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing alcohol concentration of .04 or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive. In the event that the alcohol concentration is below .04, no record will be kept.
- I. Provide each employee tested with a copy of all information and reports received by the School Department, upon receipt by the School Department, in connection with the testing and the results.

Treatment/Discipline:

- A. If an employee tests positive for alcohol as defined above, the employee shall receive treatment from a treatment facility chosen and paid for by the School Department or he/she may choose to utilize his/her own health insurance. The employee may also access the Family Medical Leave Act or accumulated sick leave for this purpose. The employee will be subject to random alcohol testing for twenty-four (24) months but not more than once per month during that period. The employee must provide certification of successful completion of the treatment program.
- B. If an employee tests positive for drugs, the employee shall receive treatment from a treatment facility chosen and paid for by the School Department or he/she may choose to utilize his/her own health insurance. The employee may also access the Family Medical Leave Act or accumulated sick leave for this purpose. The employee will be disciplined but said discipline shall not include dismissal. The employee will be subject to random drug testing for twenty-four (24) months but not more than once per month during that period.
- C. A second positive test for either alcohol or drugs within three (3) years of the first will result in dismissal. After three (3) years, an employee who tests positive for either drugs or alcohol will be treated as set forth above.
- D. Refusal to receive treatment as stated above will subject the employee to disciplinary action but not greater than if he/she had failed the test.
- E. The entire process will be confidential and any action taken pursuant to this policy may be subject to the grievance and arbitration provisions of this Agreement.

The School Committee agrees to have those administrators who will be enforcing this policy trained to determine if "reasonable suspicion" exists.

ARTICLE XXVIII – DIGNITY AND RESPECT

At all times, management and the employees shall act in such a manner as to assure the proper dignity and respect to each other. This Article shall not be subject to the Arbitration clause.

ARTICLE XXIX- DURATION

This Agreement shall be effective as of July 1st, 2017 except as otherwise noted herein, and shall continue in all its terms and conditions to and including June 30, 2020 and shall continue year to year thereafter, unless and until either party hereto shall give notice to the other party on or before January 1, 2020, that it wishes to terminate the Agreement as of June 30, 2020, or to amend or change the provisions thereof. In the event that this Agreement is not terminated

pursuant to the provision hereof, but a request has been made to modify, change or amend any of its provisions, then, this Agreement shall continue in full force and effect until agreement has been reached on any changes, modifications or amendments.

IN WITNESS WHERE OF, THE SCHOOL COMMITTEE OF THE TOWN OF WEYMOUTH has caused this AGREEMENT to be signed in its name and behalf by its Chairman, and the Service Employees International Union, Local 888 in its name and behalf by its President this _____ day of _____.

William Belmarsh
Weymouth School Committee

Lisa M. Belmarsh

Dad Hye
SEIU, Local 888

Michael Manning
Raul Zamora
Agl. B. B.

1% Increase FY18**Effective 07/01/2017 - 06/30/2018**

	Step 1	Step 2	Step 3	Step 4	Step 5
Custodians – CLS 1	\$ 38,290.37	\$ 39,450.68	\$ 40,590.54	\$ 42,127.37	\$ 44,195.48
Head Cust Primary	\$ 40,856.71	\$ 42,385.60	\$ 43,543.64	\$ 44,693.72	\$ 47,147.44
Middle School Heating	\$ 43,921.31	\$ 45,072.52	\$ 46,612.78	\$ 47,751.49	\$ 49,828.68
Head Cust Chapman	\$ 46,220.33	\$ 47,366.99	\$ 48,517.08	\$ 49,661.46	\$ 52,124.29
Head Cust Adams	\$ 44,819.99	\$ 45,901.81	\$ 46,987.04	\$ 48,062.05	\$ 50,389.51
Head Cust High School	\$ 51,012.58	\$ 52,228.63	\$ 53,448.09	\$ 54,659.59	\$ 57,269.17
High School Heating	\$ 48,992.58	\$ 50,208.63	\$ 51,428.09	\$ 52,639.59	\$ 55,249.17

2% Increase FY19**Effective 07/01/2018 -06/30/2019**

	Step 1	Step 2	Step 3	Step 4	Step 5
Custodians – CLS 1	\$ 39,056.18	\$ 40,239.69	\$ 41,402.35	\$ 42,969.92	\$ 45,079.39
Head Cust Primary	\$ 41,673.84	\$ 43,233.31	\$ 44,414.51	\$ 45,587.59	\$ 48,090.39
Middle School Heating	\$ 44,799.74	\$ 45,973.97	\$ 47,545.04	\$ 48,706.52	\$ 50,825.25
Head Cust Chapman	\$ 47,144.74	\$ 48,314.33	\$ 49,487.42	\$ 50,654.69	\$ 53,166.78
Head Cust Adams	\$ 45,716.39	\$ 46,819.85	\$ 47,926.78	\$ 49,023.29	\$ 51,397.30
Head Cust High School	\$ 52,032.83	\$ 53,273.20	\$ 54,517.05	\$ 55,752.78	\$ 58,414.55
High School Heating	\$ 49,972.43	\$ 51,212.80	\$ 52,456.65	\$ 53,692.38	\$ 56,354.15

2% Increase FY20**Effective 07/01/2019 - 06/30/2020***Plus New Step 6 \$425 more each position*

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodians – CLS 1	\$ 39,837.30	\$ 41,044.48	\$ 42,230.40	\$ 43,829.32	\$ 45,980.98	\$ 46,405.98
Head Cust Primary	\$ 42,507.32	\$ 44,097.98	\$ 45,302.80	\$ 46,499.34	\$ 49,052.20	\$ 49,477.20
Middle School Heating	\$ 45,695.73	\$ 46,893.45	\$ 48,495.94	\$ 49,680.65	\$ 51,841.76	\$ 52,266.76
Head Cust Chapman	\$ 48,087.63	\$ 49,280.62	\$ 50,477.17	\$ 51,667.78	\$ 54,230.12	\$ 54,655.12
Head Cust Adams	\$ 46,630.72	\$ 47,756.25	\$ 48,885.32	\$ 50,003.76	\$ 52,425.25	\$ 52,850.25
Head Cust High School	\$ 53,073.49	\$ 54,338.66	\$ 55,607.39	\$ 56,867.84	\$ 59,582.84	\$ 60,007.84
High School Heating	\$ 50,971.88	\$ 52,237.06	\$ 53,505.78	\$ 54,766.23	\$ 57,481.23	\$ 57,906.23