

AGREEMENT
BETWEEN THE
SCHOOL COMMITTEE
OF THE
TOWN OF MARBLEHEAD
AND THE
MARBLEHEAD PUBLIC SCHOOLS
CUSTODIAN'S ASSOCIATION

July 1, 2018 – June 30, 2021

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AGREEMENT entered into on this 24th day of April 2018 by and between the Marblehead School Committee, hereinafter referred to as the "Committee" and the Marblehead Public Schools Custodians' Association, hereinafter referred to as the "Association."

ARTICLE 1

SECTION 1 - RECOGNITION

Subject to any applicable provisions of state and federal law or regulation now or hereinafter in effect, the Committee recognizes the Association as the exclusive bargaining representative of the employees of the unit described in Section 2 hereof.

SECTION 2 - UNIT DESCRIPTION

The collective bargaining unit represented by the Association and recognized by the Committee in Section 1 hereof is described as follows:

All permanent fulltime custodians and maintenance personnel of the Facilities Department, including bus driver/custodian and maintenance supervisor but excluding all other employees and supervisors of the Marblehead School Department and the Town of Marblehead.

The word "employee" as used in this Agreement shall, unless the context requires otherwise, mean all persons employed as custodians and maintenance persons recognized by the Committee as being in the bargaining unit.

**ARTICLE 2
NON-DISCRIMINATION**

There shall be no discrimination, interference, retaliation, restraint or coercion by the Committee, Association, or their respective agents against any employee because of his/her membership or non-membership in the Association and activities on behalf of the Association.

No one shall be required to become or remain a member of the Association as a condition of employment for the Marblehead School Department.

ARTICLE 3

SECTION 1 - HOURS OF WORK

The normal working period per week for the day shift shall be forty (40) hours. The normal working period per week for the late shifts (those employees whose consecutive working hours begin at 12:00 noon or later on a regularly scheduled basis) shall be forty (40) hours and compensation shall be at the employee's hourly rate for the day shift plus a night differential. Night differential for 2nd shift (currently 2 pm to 10:30 pm) employees shall be \$17.38 per week (reflects yearly increase from \$710 to \$730). Night differential for 3rd shift (currently 10:00 pm to

6:30 am) employees shall be \$34.76 per week (reflects yearly increase from \$710 to \$730). Employees who do not work a full week on the 2nd or 3rd shift (unless they are a regularly scheduled night shift employee who worked less than a full week due to the use of sick leave) shall receive the prorated amount of the night differential based on the days actually worked on a night shift during the week. The beginning and end of the payroll week shall be determined by the Committee and shall consist of any seven (7) consecutive days used by the employer for payroll purposes excluding Saturdays and Sundays. The night shift differential shall only be paid when school is in session.

The Committee agrees that in the event it makes a shift change it will, whenever practicable, and subject to the purpose of the change or operating needs, first seek qualified volunteers.

The Committee agrees that in the event a change is to be made in an employee's hours, it will, where such change is foreseeable so as to allow for ten (10) days notice, give such notice prior to effectuating the change.

SECTION 2 - OVERTIME

Whenever the word "overtime" is used in this Agreement, it shall mean the time during which an employee is required to work in excess of forty (40) hours in any work week or in excess of eight (8) hours per day, excluding personal leave and vacation leave, whichever total number of overtime hours, daily or weekly, is the greater in any one work week, but without duplication. Hours worked excludes personal leave and vacation leave, but shall include holiday leave, sick leave, funeral leave, jury duty leave and Association Business Leave. All overtime assigned by the Committee shall be paid at the rate of time and one-half of the employee's regular hourly rate of pay and to the nearest one-half (1/2) hour. There shall be no pyramiding or duplication of overtime.

It is recognized that the assignment of overtime work for employees is the function of the Committee in keeping with its responsibility for meeting its obligations to the citizens of the Community. Subject to the requirements of the Committee, overtime work will be assigned as follows:

1. The head custodian of each building shall be responsible for the distribution of all overtime within his/her building, and to see that this is done on a rotating basis; with a posted listing of all employees by seniority, and this list is to be used to record all overtime.
2. If additional overtime in a particular school is required, it will be distributed equitably among other employees.
3. Assignment of overtime as provided above shall first be on a voluntary basis. In the event the Committee, or its representative, determines that there are not a sufficient number of qualified volunteers, overtime shall be mandatory in the inverse order of seniority amongst the qualified employees. In the event that an employee is forced to work mandatory overtime, pursuant to this Section, the employee shall be paid overtime regardless of whether they have met the overtime hours threshold in accordance with Section 2 of this Article. The time from which an employee has been excused from overtime shall be credited on the record as though he/she actually worked (for distribution purposes only) and his/her name will drop to the bottom of the rotating list.

The same provisions shall exist whenever any private person or organization has contracted for the services of a custodian for a function to be held in any school building. The same list shall be used to distribute this overtime and the rate of pay shall be as stipulated in the rental contract as authorized by the School Committee.

Any employee who has completed his/her normal work day and has left the premises and is recalled to work before the next day's normal starting time shall be paid at the rate of time and one-half (1 1/2) with a guaranteed minimum of four (4) hours' pay at time and one-half. The recall provisions set forth herein shall not apply to the weekend safety and security checks.

ARTICLE 4 HOLIDAYS

Employees shall receive one (1) day of regular straight time pay for the day (including Saturday and Sunday) on which each of the following holidays are observed by the Commonwealth of Massachusetts.

Day before New Years *

New Years Day

Martin Luther King Jr.'s Birthday

Presidents' Day

Patriot's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

* The day before New Year's Day is an additional paid holiday provided it does not fall on a Saturday or a Sunday.

The Superintendent or his/her designee will at a minimum assign one employee to work at each School building on the day before New Year's Day, should there be employees scheduled to work in the building that day. The Executive Director of Technology and Operations or his/her designee will first seek volunteers but then make the employee building assignment on a rotating basis starting with the least senior employee.

The Superintendent or his/her designee will determine by December 15, which, if any, building(s) will require staffing.

An employee who works on the day before New Year's Day will be awarded one vacation day. If any of the holidays listed above falls during an employee's vacation leave, he/she shall be granted an additional day's paid vacation.

The Association acknowledges and agrees that the only holidays to which they are entitled are those specifically listed in Article 4.

**ARTICLE 5
VACATIONS**

Full-time employees shall be entitled to vacation with pay, subject to the terms and conditions hereinafter provided, in accordance with the following schedule:

Length of Continuous Service as Employee as of Annual Accrual Date / Amount of Vacation

More than one (1) year of continuous service but less than five (5) years	Two (2) Weeks
More than five (5) years of continuous service but less than ten (10) years	Three (3) Weeks
More than ten (10) years of continuous service but less than sixteen (16) years	Four (4) Weeks
More than sixteen (16) years of continuous service	Four (4) weeks and one day
More than seventeen (17) years of continuous service	Four (4) weeks and two days
More than eighteen (18) years of continuous service	Four (4) weeks and three days
More than nineteen (19) years of continuous service	Four (4) weeks and four days
More than twenty (20) years of continuous service	Five (5) weeks

The parties have agreed that as of July 1, 2016, the vacation year will be changed from January 1st through December 31st (calendar year) to July 1st through June 30th (fiscal year), and the accrual date for vacation time will be changed from January 1st to July 1st of each year. Therefore, as of July 1, 2016, employees will receive their vacation time accruals based on their years of continuous service as of July 1st of each year.

In order to transition from the calendar year to the fiscal year, the parties agree to the following: eligible employees accrued their full yearly allotment of vacation time on January 1, 2015 for the vacation year of January 1, 2015 through December 31, 2015. On January 1, 2016, eligible employees will accrue one-half of their yearly vacation time allotment and, to accommodate the transition, will be allowed until June 30, 2017 to use this accrued vacation time. On July 1, 2016, eligible employees will accrue their full yearly allotment of vacation time for the vacation year of July 1, 2016 through June 30, 2017. Eligible employees will thereafter receive their full yearly vacation allotment on July 1st of each year based on their years of continuous service as of July 1st of each year.

Employees who have completed six (6) months of continuous service may take one (1) week of vacation provided, however, that said week shall be credited against the two (2) weeks to which the employee becomes entitled after one (1) year of continuous service.

The School Administration shall have the sole discretion to approve vacation leave requests so as to maintain and retain a reasonably balanced work force during the year. Employees must provide vacation leave requests to the Superintendent or his/her designee at a minimum of five days prior to the requested vacation. Exceptions can be granted by the Superintendent following written request.

Vacations shall not be accumulated. Employees who are not allowed by the Administration to take the vacation to which they are entitled within the schedule established by the Administration shall not lose their vacation. In buildings having more than one custodian, then within the vacation schedule designated by the Administration, seniority shall apply in selecting the vacation periods, subject to the needs of the system.

ARTICLE 6 SICK LEAVE

All full-time employees shall be entitled to fifteen (15) working days per year sick leave with pay. Unused sick leave may be accumulated to an amount not in excess of one hundred eighty (180) working days. The maximum amount of unused sick leave days against which the applicable percentage applies under Article 12, Section 5 shall be as follows: 170 days

Employees shall call in sick to the Director of Facilities or his designee as soon as practicable but in no event later than 1 hour before their shift start time. Building based custodians shall also call their head custodian. In the event of an emergency sick call, employees shall call in sick as soon as possible.

The Superintendent, or his/her designee, may require an employee to provide a doctor's note substantiating the employee's need for sick leave upon the employee taking a fourth consecutive sick day.

The parties have agreed that as of July 1, 2016, the annual accrual date for sick time will be changed from January 1st to July 1st of each year.

In order to transition to this change, the parties agree to the following: On January 1, 2016, eligible employees will accrue one-half of their yearly sick time allotment. On July 1, 2016, eligible employees will accrue their full yearly allotment of sick time. Eligible employees will thereafter accrue their full yearly sick time allotment on July 1st of each year.

Employees shall be given a written accounting of accumulated sick leave days no later than October 30 of each year.

Employees who have exhausted their annual and accumulated sick leave may request additional sick leave days. The request shall be made in writing to the Superintendent, or his/her designee. The granting or denial of any such request by the Superintendent, or his/her designee, shall not be subject to challenge.

**ARTICLE 7
OTHER LEAVES**

SECTION 1 - FUNERAL LEAVE

In the case of death of the employee's husband, wife, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle and other member of the employee's immediate household, the School Administration shall grant the employee a leave of absence without loss of pay for a period of up to five (5) days (i.e., the employee does not automatically receive five (5) days but shall be granted a leave of absence of between one (1) and five (5) days).

SECTION 2 - PERSONAL DAYS

Each employee shall be entitled to one paid personal day (effective 9/1/2001, two paid personal days) per contract year for imperative personal, legal business, or imperative household or imperative family matters which necessitates the employee's presence and cannot be scheduled outside of work hours. Employees hired after January will receive one personal day. The employee will give at least 72 hours notice, when possible. Personal days cannot be taken on days immediately preceding or following holidays or vacations. Exception can be granted by the Superintendent following written request.

ARTICLE 8

SECTION 1 - JURY DUTY

The Committee agrees to make up the difference in an employee's wages between the employee's regular week's wage and the compensation received for jury duty, provided, however, he/she reports for work on each workday when he/she is excused from such duty. A certificate setting forth the amount received by such employee for jury pay shall be delivered to the Committee by the employee.

SECTION 2 - ASSOCIATION BUSINESS LEAVE

Three (3) of the four (4) members of the Association's negotiating and grievance committee shall be granted leave from duty with no loss of pay or benefits for all collective bargaining meetings between the School Committee and the Association for the purposes of negotiating the terms of a contract when such meetings take place during the time such members are scheduled to be on duty.

Further, that such leave shall also apply when the negotiating and grievance committee is required to meet with the School Committee or other school administration personnel for the purpose of processing grievances when such meetings take place during the time such committee members are scheduled to be on duty.

Upon a request to the superintendent or his/her designee, which shall not be unreasonably denied, the Association will be permitted up to two (2) meetings to prepare proposals for successor contract negotiations.

These meetings shall be held between 2:30 pm and 4:30 pm unless agreed otherwise. Also, upon a request to the superintendent or his/her designee, which shall not be unreasonably denied, the Association will be permitted two (2) meetings for ratification vote for a successor contract. These meetings shall be held between 2:30 pm and 4:30 pm unless agreed otherwise.

ARTICLE 9

SECTION 1 - PROBATIONARY PERIODS

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until he/she shall have actually worked one hundred eighty-five (185) full work days from the date of employment. Probationary employees may be disciplined, discharged, or otherwise terminated at the sole discretion of the Superintendent of Schools and such action shall not be subject to the grievance and arbitration provisions of the Agreement.

The Administration agrees that it will not demote, suspend, discharge or take other disciplinary action against employees who have passed their probationary period and who are continued in the employ of the Marblehead School District without just cause.

SECTION 2 - JOB POSTING - BIDDING

Before hiring an individual to fill a permanent vacancy and positions covered by this Agreement, the Administration shall post a notice of vacancy in each school, with a job description, for a period of not greater than fifteen (15) working days, should it be the intention of the Administration to fill the vacancy. The Administration shall send a copy of said job posting to the Association.

All individuals interested in applying for the vacancy, whether from the inside or outside, must apply in writing during the applicable posting period.

Receipt of all written applications will be acknowledged by the central office at the close of the application period.

After initial screening of all applications, those candidates who are determined as leading candidates for the position will have interviews promptly scheduled.

Upon acceptance of the position by the successful candidate, all of the candidates from within the system and others from without who have received interviews, will be notified in writing of the Administration's action.

SECTION 3 - GRIEVANCE PROCEDURE

Any grievance, which may arise between the parties hereto, shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

- Step 1. The employee, or a representative of the Association shall take up the grievance with the employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or of the date the employee first acquired knowledge or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The employee's immediate supervisor shall attempt to adjust the matter and shall respond within fourteen (14) calendar days after the submission of the grievance to him/her in Step 1.
- Step 2. If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent, or his/her designated representative within seven (7) calendar days after the supervisor's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent shall respond in writing within ten (10) calendar days after the submission of the grievance to him/her in Step 2.
- Step 3. (Not Applicable to Grievances Involving Discipline) If the grievance is still unresolved, the Association may, within ten (10) calendar days after the reply of the Superintendent is due or received, whichever is earlier, submit the grievance to the Committee. The Committee shall meet with the aggrieved employee and representative of the Association within twenty-one (21) calendar days after receipt of the written grievance in an effort to resolve the matter.
- Step 4. If the grievance cannot be resolved by and between the Committee and the aggrieved employee and the Association, or the Superintendent, as the case may be, within fifteen (15) calendar days after the meeting held in Step 3, or Step 2, as the case may be, then the matter may be submitted to arbitration within thirty (30) days thereafter by either the Committee, or the Administration, as the case may be, or the Association pursuant to the Labor Arbitration Rules of the American Arbitration Association.

Failure of the grievant to present a grievance within and to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the grievant. The time limits set forth herein may be enlarged by the written consent of the parties hereto. In the event any of the parties to whom the grievance is presented as hereinbefore provided fails to respond within the time limits provided, it shall be deemed a denial of the grievance.

The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his/her authority, the decision of the arbitrator, to the extent provided by law, shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties. No employee shall have the right to require arbitration.

The Committee will make available, upon request, such records which the Committee and the Association agree are pertinent to the arbitration and are not, in the opinion of the Committee, of a confidential nature.

ARTICLE 10 PROMOTIONS

In the event two or more candidates from within the bargaining unit are equally qualified for a position upon which they have made bids pursuant to Article 9, Section 2, the employee having the most seniority shall be selected as one of the finalists for the position.

Except as hereinafter provided, a candidate from within the bargaining unit shall be awarded the position over a candidate from without the bargaining unit, where the inside candidate's qualifications equal or exceed the qualifications of the candidate from without. The Administration may reject all applicants, however, and re-post and re-advertise said position, as desired.

"Qualifications" as used in this Article shall include but shall not be limited to such factors as ability, skill, previous training, experience, , performance, record of absenteeism and tardiness and ability to relate to the public.

The successful applicant shall be given a fourteen (14) calendar day trial period in the new position at the applicable rate of pay. If, at the end of the trial period, the applicant (if an incumbent employee) desires to return to his/her old position, or it is determined by the Administration that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and pay rate. The Administration may extend the trial period up to an additional 76 calendar days.

This Article shall not be applicable to the position of Maintenance Supervisor. The appointment of Maintenance Supervisor shall not be subject to challenge.

ARTICLE 11 TRANSFERS

The School District shall have the right, after consultation with the union, to make any permanent transfer so long as the transfer is within the same shift (i.e., 1st, 2nd, 3rd) and is done in the best interest of the School District (this School District right shall expire upon a successor to the 2018-2021 CBA being reached unless otherwise agreed).

The School District shall have the right to make any permanent transfers (including those between shifts) if qualifications are not equal. If qualifications are equal, the School District shall have the right to make permanent transfers (including those between shifts) only if done in the inverse order of seniority.

Temporary transfers may be made by the Administration without regard to seniority. A temporary transfer is a transfer of ten (10) work days or less.

Temporary transfers involving (a) a change from the day shift to a shift which if worked on a regularly scheduled basis would entitle the employee to the night shift differential, or (b) a change from a shift in which the employee is then receiving the night shift differential to a day shift, will carry the following compensation in addition to the employee's hourly rate:

- | | |
|--|--|
| (a) Temporary transfer from day shift to night shift | Amount equal to night shift differential rate |
| (b) Temporary transfer from night shift to day shift | Amount equal to one and one-half (1 1/2) times night shift differential rate |

"Qualifications" as used in this Article shall include, but shall not be limited to, such factors as ability, skills, previous training, experience, , performance, record of absenteeism and tardiness and the ability to relate to the public.

**ARTICLE 12
COMPENSATION**

SECTION 1 - JOB CLASSIFICATION

Regular full-time employees shall be eligible for consideration for advancement from Step 1 to Step 2 after six (6) months of continuous service. Thereafter, said employees shall be eligible for consideration for advancement from one step to the next step after one (1) year of continuous service in each step. (Applicable to current employees as well as newly hired employees.)

The Administration reserves the right to withhold increments from an employee doing unsatisfactory work.

Any employee promoted or reclassified to a higher rated position shall enter it at the minimum rate (or step) for the appropriate compensation grade; except however, that if his/her existing rate is the same or higher than the minimum rate for the higher-rated position, he/she shall be moved to the next higher step above his/her present salary.

SECTION 2 - JOB DESCRIPTIONS

The School Committee shall issue, and maintain current, functional job descriptions of all positions covered under this contract. Said job descriptions shall be made available to all applicable employees for the purpose of job bidding and job reclassification.

The Administration will share proposed changes in job descriptions with the Association in sufficient time for the Association to respond prior to the Administration making a final decision regarding implementation.

SECTION 3 - SALARY SCHEDULE

The salary of each employee of the bargaining unit shall be determined pursuant to the following provisions of this section, except as otherwise noted in the below pay schedules. Direct deposit is mandated for all bargaining unit employees.

(a) Custodian Tables 2018-2021

Plus 2.0% Group	7/1/2018 Step 1	Step 2	Custodians Contract Step 3	Step 4	per week Step 5	Step 6
7	655.97	688.78	723.24	759.44	797.35	0.00
8	655.97	688.78	723.24	759.44	797.35	837.23
9	688.78	723.24	759.44	797.35	837.23	879.14
10	723.24	759.44	797.35	837.23	879.14	923.05
11	759.44	797.35	837.23	879.14	923.05	969.01
12	797.35	837.23	879.14	923.05	969.01	1,017.66
13	837.23	879.14	923.05	969.01	1,017.66	1,068.57
14	879.14	923.05	969.01	1,017.66	1,068.57	1,121.96
15	923.05	969.01	1,017.66	1,068.57	1,121.96	1,178.08
16	969.01	1,017.66	1,068.57	1,121.97	1,178.08	1,236.98
17	1,017.45	1,068.54	1,122.00	1,178.06	1,236.99	1,298.82

Plus 2.5% Group	7/1/2019 Step 1	Step 2	Custodians Contract Step 3	Step 4	per week Step 5	Step 6
7	672.37	706.00	741.32	778.42	817.29	0.00
8	672.37	706.00	741.32	778.42	817.29	858.16
9	706.00	741.32	778.43	817.29	858.16	901.12
10	741.32	778.43	817.29	858.16	901.12	946.13
11	778.43	817.29	858.16	901.12	946.13	993.24
12	817.29	858.16	901.12	946.13	993.24	1,043.10
13	858.16	901.12	946.13	993.23	1,043.10	1,095.28
14	901.12	946.13	993.24	1,043.10	1,095.28	1,150.01
15	946.13	993.23	1,043.10	1,095.28	1,150.01	1,207.54
16	993.24	1,043.10	1,095.28	1,150.01	1,207.54	1,267.90
17	1,042.89	1,095.26	1,150.05	1,207.52	1,267.91	1,331.29

Plus 2.5% 7/1/2020 Custodians Contract per week

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7	689.18	723.65	759.85	797.88	837.72	0.00
8	689.18	723.65	759.85	797.88	837.72	879.61
9	723.65	759.85	797.89	837.72	879.61	923.65
10	759.85	797.89	837.72	879.61	923.65	969.78
11	797.89	837.72	879.61	923.65	969.78	1,018.07
12	837.72	879.61	923.65	969.78	1,018.07	1,069.18
13	879.61	923.65	969.78	1,018.07	1,069.18	1,122.66
14	923.65	969.78	1,018.07	1,069.18	1,122.66	1,178.76
15	969.78	1,018.06	1,069.18	1,122.67	1,178.76	1,237.73
16	1,018.07	1,069.18	1,122.66	1,178.76	1,237.73	1,299.60
17	1,068.96	1,122.64	1,178.80	1,237.70	1,299.61	1,364.58

(b) (1) Classifications

The Administration reserves the right to start employees at a step rate greater than Step One (1) of the group involved but not greater than the step rate of any employee then employed in the group involved.

Maintenance staff with licenses in electrical, plumbing and HVAC fields may be placed from 1st step to final step, excluding merit steps, at the discretion of the Superintendent, effective June 1, 2001.

Group 7
Custodians

Group 8
Custodians (Merit)

Group 9
Small Building Custodian
Bus Driver

Group 10
Elementary Head Custodian
Small Bldg. Custodian (Merit)

Group 11
Asst. Head Custodian/Secondary
Head Custodian (Merit)

Group 12
Head Custodian/Secondary
Maintenance Worker (unlicensed)
Asst. Head Custodian/Secondary (Merit)

Group 13
Maintenance Worker (unlicensed) (Merit)
Head Custodian/Secondary (Merit)

Group 15
Maintenance Supervisor (unlicensed)
Maintenance Worker (licensed)

Group 16
Maintenance Supervisor (unlicensed) (Merit)
Maintenance Supervisor (licensed)
Maintenance worker (licensed) (Merit)

Group 17
Maintenance Supervisor (licensed) (Merit) Elementary

(2) Merit

Pursuant to the April 29, 2015 Memorandum of Agreement between the Marblehead School Committee and the Marblehead Custodian's Association, the parties agree to form a study committee for the purpose of reviewing evaluation procedures and merit pay. This study committee shall consist of two (2) designees of the Association and two (2) designees of the Superintendent. The study committee shall make any recommendations it has by September 30, 2020, unless agreed otherwise. If no agreement is reached to change the current CBA regarding these issues, the current language of the CBA shall continue to be effective. The current language reads as follows: Employees in each group shall have the opportunity to advance one (1) group for meritorious performance, subject to the following terms and conditions:

- (a) The employee must have served at the top step of his/her group for at least one full year.
- (b) The employee must receive an excellent rating on his/her then current evaluation instrument by at least two members of his/her evaluation team. The evaluation teams shall be as follows:

Classification	Evaluators
Custodians	Head Custodians
Bus Drivers	Principal or Designee Supervisor of Buildings
Head and Asst. Head Custodians	Principal or Designee Supervisor of Buildings Assistant Superintendent
Maintenance Worker	Assistant Superintendent
Maintenance Supervisor	

- (c) The meritorious advancement shall be limited to a period of two (2) years. At the end of the two-year period, the employee will be reviewed again to determine whether he/she will return to his/her original group or stay in the meritorious advanced group for another two years, etc.
The decision of the evaluation group to grant meritorious advancement, to deny meritorious advancement, or to return an employee to his/her original group shall not be subject to challenge. The evaluation team, however, shall as a courtesy inform any employee who is not meritoriously advanced of the reasons the employee was rated less than excellent.
An employee who is denied merit or returned to his/her original group shall have the right, upon written request to the Superintendent, to

discuss such denial with the Superintendent. The denial by the Superintendent shall not be subject to challenge.

- (d) All custodians employed as of June 21, 1988 who have been or will be meritoriously advanced prior to July 1, 1989 from Group 7 or Group 8 under the terms of Article 12, Section 3(b) prior to this amendment shall remain at Group 8 as per the terms of Article 12, Section 3(b).
- (e) The "merit" provisions of this Article 12 shall not be in effect during the 7/1/98 - 6/30/99 year for all employees who were on merit during the 97-98 school year in terms of their 1998-99 placement. Rather, the following placement rules shall be applicable to all such employees in terms of their 1998-99 placement: Employees who were on "merit" during the 1997-98 year shall remain in the Same Step and Merit Group during the 1998-99 year.

Example: A custodian in Group 8, Merit, Step 5 during the 1997-98 year shall remain in Group 8, Merit, Step 5 during the 1998-99 year.

Example: A small building custodian in Group 9, Merit, Step 5 during the 1997-98 year shall remain in Group 9, Merit, Step 5, during the 1998-99 year.

The Merit pay provisions of Article 12 shall be in effect during the 1998-99 year for employees who were not on Merit during the 1997-98 year.

Effective 7/1/99:

Merit Rules Apply (Now applicable to Step 6, however).

Example: Custodians on Group 8, Step 5, Merit, in the 1997-98 year who were maintained in Group 8, Step 5 during the 1998-99 year, supra, shall only be eligible for Step 6, of Group 8 in the 1999-2000 year if they fulfill the terms and conditions of merit under Article 12. If not, they would be returned to Group 7, new Step 5.

(c) Bus Driver/Custodian (10-month position)

The position of Bus Driver/Custodian (Group 7/8) shall be a ten-month position with the following applicable benefits:

1. Holidays: Only the listed holidays that fall within the work year.
2. Vacation: 10/12th's proration (must be taken within the work year unless required otherwise by the employer).
3. Sick Leave: 12.5 per work year.
4. Funeral Leave: Same as set forth in Article 7.
5. Jury Duty: Same as set forth in Article 8.
6. Longevity: 10/12th's proration.

7. Uniform: Same as Article 12, Section 8.
8. Normal Work Year: 9/1 to 6/30.

(d) On Call Bus Driver/Custodian

The position of on call bus driver/custodian shall be as follows:

1. Paid prorata on Group 7 of Salary Schedule starting at Step 1.
2. No benefits.
3. Hours: As required by administration.

(e) Vacation Days and Sick Days will be noted on weekly pay stubs.

SECTION 4 - TEMPORARY ASSIGNMENT

Any employee temporarily assigned by the administration to perform the duties and responsibilities of a higher classification for a period of three (3) consecutive days worked by said employee in said classification shall be paid at the following rate: the employee shall be placed on the grade of the absent employee and at the step that reflects a one step increase to the employee's regular pay rate and such increased pay shall commence with the fourth day of work but shall be retroactive from the first day and shall continue until the employee is relieved of such assignment.

An employee temporarily assigned to a position outside the bargaining unit shall, subject to the above conditions, receive a 5% increase in his/her regular job rate of pay.

The administration will not rotate employee assignments for the purpose of avoiding temporary assignment pay.

SECTION 5 - SICK LEAVE RETIREMENT PAY

Any employee subject to this contract shall be paid in a lump sum upon retirement under Chapter 32, an amount equal to one percent of his/her unused sick leave days for each full year worked, as shown on the records of the Town at the time of retirement not to exceed, in any event, twenty percent times one-fifth of the regular weekly rate of compensation payable to him/her at time of retirement, for each day. Such lump sum shall not in any event be construed as regular compensation under the provisions of said Chapter 32. For the purpose of this paragraph, continuous service of at least 1,040 hours per year shall be required. Anything contained herein to the contrary notwithstanding, the applicable percentage for (1) employees with over six (6) years of continuous service, who retire because of a disability, whether or not work related, and (2) employees who retire with over fifteen (15) years of continuous service, shall be twenty-five (25%) percent.

The maximum amount of sick leave days to which the applicable percentage shall apply will be 170 days.

SECTION 6 - LONGEVITY PAY

An employee who has been employed for five (5) consecutive years as a regular full-time employee, and for each applicable additional five (5) consecutive years on such basis shall be paid annually, in addition to the employee's weekly wage, longevity pay, in accordance with the following schedule. Eligibility will be determined on November 30th of each year, with payment to be included in the employee's regular payroll check on the first

regular payroll week of December of that year. Only those employed on the determination date and qualified by their consecutive years of service shall receive longevity for that calendar year.

5 but less than 10 years -	\$400
10 but less than 15 years -	\$525
15 but less than 20 years -	\$625
20 but less than 25 years -	\$725
25 but less than 30 years -	\$825
30 or more years -	\$925

In the event of termination of employment prior to payment, the employee shall be paid an amount equal to that which the employee would have received had the payment been made weekly up to the time of termination of employment.

If an employee changes from part-time employment, the employee shall be credited on a prorated basis with the time employed prior to such change.

SECTION 7 - UNIFORM ALLOWANCE

- A. The Committee will provide during the contract year of the employee's first year of employment a jacket, 3 pants and 6 shirts, orders to be placed after 90 days of employment. Thereafter, the Committee will provide during each contract year, 1 pair of pants and 2 shirts. Thereafter, once every 3rd contract year, the Committee will provide custodians who work outside removing snow in the winter with a High-Visibility three season jacket at a cost not exceeding \$85.00.
- B. The pants and shirts supplied by the Committee constitute a uniform, which must be worn by the employee, at all times during the employee's shift, and which pants and shirts shall not be substituted by the employee with personal clothing.
- C. The Committee shall pick the style and color but will discuss the selection with the Association.
- D. Pants and shirts will be maintained by the employee. The employee will not use the uniforms for personal purposes.
- E. No uniforms will be provided to new employees until they shall have actually worked 90 full days. If an employee's starting date is after January 1, he/she shall receive a jacket, 6 shirts and 3 pants, as provided above, but the Committee will not provide the 1 pant and 2 shirts additional for the succeeding contract year.
- F. The Administration will meet with the Association to discuss the issue of replacement of pants and shirts when said pants and shirts become unusable through normal wear and tear.
- G. Employees shall receive a clothing allowance of \$75.00 per contract year. Said allowance shall only be paid upon the Administration's receipt of an appropriate voucher. The allowance shall not be paid to an employee in his/her first year of employment unless and until he/she works 185 full work days.
- H. The Administration will order uniforms by August 1.

ARTICLE 13
MISCELLANEOUS ITEMS

1. It is specifically understood by the Association that any policy, directive, rule or regulation of the Committee, written or unwritten, if not modified, abridged or amended by this Agreement, remains and continues in full force and effect.
All employment benefits heretofore enjoyed by employees which are not specifically provided for or abridged in the Agreement are hereby protected by the Agreement. This Agreement shall not be construed to deprive either of the parties thereto of any benefits, protections, prerequisites or conditions now and hereinafter granted or prescribed by the laws of the Commonwealth of Massachusetts.
2. Bargaining unit employees are indemnified and protected for damages or expenses arising out of the duly authorized operations of vehicles, machinery, or equipment as more fully provided in Chapter 41, Section 100a of the Massachusetts General Laws which was accepted by the Town.
3. Any employee who wishes to resign, shall give the Administration two (2) weeks notice of such intent in writing. This provision may be waived by the Administration or its agent in cases of emergency.
4. The Vice President of the Association shall be excused early from work to attend the quarterly state and national meetings of the local. Such absences will be without pay.
5. The Committee will establish a "Tool Fund" of \$600 per year during each year of this contract. This will be available for use by the administration for needed repairs of an employee's own tools when such repairs are necessitated as a result of the employee's using such tools on the job.
6. Employees who are required to use their automobiles in the performance of their duties shall be reimbursed for all such required travel at the rate established by the Federal Tax Code (currently referred to as the IRS) in effect on the date the travel occurred.
7. Daily time off: Requests for daily time off, with or without pay, shall be made in writing to the Superintendent. The denial or granting thereof shall not be challengeable.
8. Requests for a leave of absence, with or without pay, shall be made in writing to the Superintendent. The denial or granting thereof shall not be challengeable.
9. The Association acknowledges that the Committee has fulfilled its bargaining obligations with regard to the Drug Policy attached hereto as Exhibit A. No challenge shall be made with regard to the adoption and implementation of said policy by the Committee/Administration
10. The Town shall create and maintain employee personnel records according to the requirements of the Massachusetts Personnel Records Law, M.G.L. c. 149, Section 52C.

**ARTICLE 14
AMENDMENTS**

This Agreement shall not be amended except in writing and such amendments shall be signed by the Committee and the Association and shall be appended hereto and become a part hereof.

**ARTICLE 15
DUES DEDUCTION**

During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth in Appendix A, the Committee agrees to deduct association membership dues levied in accordance with the Constitution and By-laws of the Association from the weekly pay of each employee who shall authorize it by the signing and furnishing to it of such check-off dues form, and remit the aggregate amount to the Treasurer of the Association, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Association will notify the Committee of the name and address of the Treasurer of the Association and such notification shall bear the signature of the President and Recording Secretary of the Association. In the event of any change of the Treasurer of the Association, the Committee shall be notified by the same method.

The Association shall indemnify and save the Committee and/or the Town of Marblehead harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to the provisions of this Article.

**ARTICLE 16
COMMITTEE RIGHTS**

The listing of the following specific rights of the Committee/Administration in this Article is not intended to be nor shall it be considered restrictive of or as a waiver of any rights of the Committee/Administration not listed herein. Such managerial responsibilities shall remain exclusively with the Committee/Administration except as they may be modified by the specific provisions of this Agreement.

Among such management responsibilities as are vested exclusively in the Committee/Administration are the following: the right to hire, promote, transfer, assign and retain employees in positions with the Marblehead School District, to suspend, demote, discharge or take other disciplinary action against employees, to evaluate employees, to determine the hourly, daily and weekly schedules of employment, to relieve employees from duty because of lack of work or other legitimate reasons, to make, administer and enforce work rules and regulations, to determine the method and personnel by which the Marblehead School District's operations are to be conducted and to take whatever action may be necessary to carry out the work of the Marblehead School District in situations of emergency.

The Committee/Administration shall have the freedom of action to discharge its responsibility for the successful operation of custodial and maintenance work including the scheduling of operations, the methods, materials and equipment used in carrying out the functions of such work and the extent to which its own or other facilities, equipment or personnel shall be used.

Any of the rights, powers and authorities which the Committee/Administration had prior to entering this collective bargaining agreement are retained by the Committee/Administration, except as specifically modified by this Agreement.

Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Committee/Administration which may not be granted or waived by the Committee/Administration under the statutes of the Commonwealth of Massachusetts or any applicable Town Ordinance.

ARTICLE 17 NO STRIKE

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

ARTICLE 18 REDUCTION IN FORCE

1. **DEFINITION:**

The following rules shall apply in the determination of which employees are to be dismissed in the event a reduction in the number of employees is deemed advisable by the Committee/Administration.

- a. Employees with the least amount of seniority shall be dismissed first provided that such employees may be retained by the Committee/Administration over more senior employees based upon an analysis of the following factors: (1) need; (2) quality and quantity of performance by the employee of his/her duties and responsibilities; (3) educational background; (4) experience; and (5) qualifications.
- b. Seniority as used herein shall mean the length of continuous service in the Marblehead School System.
- c. The Committee/Administration may assign whatever weight it desires to the aforementioned criteria provided its decision is based on said criteria. It is recognized, however, that the Committee/Administration need not review all of said criteria. For example, an employee's

evaluation may be such (negative) that a review of the other criteria could not offset such evaluations.

2. **REDUCTION IN FORCE PROCEDURE:**

The first step in a reduction in force shall be to apply the Section 1 rules in the classification affected. For example, if there are three Group 12 Maintenance Men and the Committee/Administration determines it needs two, the Committee/Administration shall determine, pursuant to Section 1, which Maintenance Man is excess. The second step shall be to determine whether there are any other classifications which the excess Maintenance Man is qualified to fill. If so, the excess Maintenance Man and the employees in said classification shall then be reviewed, in accordance with Section 1 to determine which employee is excess. In the event another employee is declared excess in the second step, the same process shall then be applied to this employee.

3. **NOTIFICATION:**

- a. The Superintendent, in the event of a contemplated reduction in force, will advise the Association as to which employees he/she contemplates will be dismissed, hereinafter sometimes call "affected employee." Upon receipt of such notification, the Association and/or the affected employee shall have the right, upon request made to the Superintendent within seven (7) calendar days of such notification, to meet and confer with the Superintendent concerning the contemplated dismissals, which meeting shall take place within ten (10) calendar days of the Superintendent's receipt of the Association's and/or affected employee's written request.
- b. The Association shall notify the Superintendent, in writing, no later than five (5) calendar days following the aforesaid meeting with the Superintendent as to whether the Association agrees or disagrees with the Superintendent's contemplated affected employees under the standards set forth in Section 4 of this Article. In the event of disagreement, the Association's reasons shall be set forth.

4. **REVIEW OF ADMINISTRATION DECISION:**

The standard of review of the Administration's determination under this Article shall be whether the Administration was arbitrary or capricious in making its determination. The arbitrator shall not substitute his/her judgment for that of the Administration. Any dismissal in accordance with seniority shall not be arbitrable.

5. **RECALL**

- a. An employee dismissed under this Article shall have recall rights as hereinafter provided, during the two years following the effective date of dismissal.

EXAMPLE:

Effective date of dismissal: July 1, 1982

Recall rights: During the years 7/1/82 - 6/30/84. Such rights shall not exist for appointments which may be made prior to 6/30/84 but which commence subsequent to 6/30/84.

- b. In filling positions which become vacant on other than a temporary basis whenever employees have recall rights under this Article, the following rules shall be applicable:
 - 1. A new employee shall not be hired for the position where there is an employee with recall rights available to fill that position.
 - 2. Employees shall have recall rights only to the classification position from which they were dismissed.
 - 3. In the event two or more employees in the same classification have recall rights, the Administration shall recall in accordance with the rules set forth in Section 1 above.
- c. Recall notices shall be sent by certified or registered mail to the employee's last known address, with a copy of such notice being sent to the Association. The recalled shall have two weeks after receipt of the notice to accept the recall, provided, however, that said period may be extended by the Administration in its discretion. In the event the recalled employee does not accept the recall, all recall rights to the positions then involved shall terminate. The employee shall remain on the recall list for further positions, however, subject to the rules provided herein.
- d. The Association shall be furnished a recall list each September, which list shall be updated in the event of a reduction in force dismissal after submission of the September list. If no objection is made in writing by the Association within 30 days of receipt of the yearly list (or subsequent updated list) the list shall be deemed correct and no dispute with reference thereto shall become the subject matter of a grievance.
- e. In the event the Association feels that Section 5, Paragraph b of this Article has been violated, it must so notify the Superintendent in writing within five (5) days of the date it receives a copy of the notice to the person recalled. If the dispute is not resolved within fourteen (14) school days after the notice is received by the Administration, the Association may then seek arbitration. The standard of review in arbitration shall be as set forth in Section 4 of this Article.
- f. Anything contained in this Agreement to the contrary notwithstanding, the sole remedy in the event of a violation of Paragraph c of Section 5, shall be to extend the employee's recall rights provided, however, that this Paragraph f shall not be applicable upon the Association's knowledge of the recall involved, provided, however, that an arbitrator may not award any monetary remedy.

6. GENERAL

- a. Employees who are dismissed under this Article shall be entitled to retain their group membership in the Town of Marblehead group insurance plans, subject to the terms and conditions thereof, provided (a) they pay 100% of the premium cost, (b) the applicable carrier(s) does (do) not prohibit such inclusion, and (c) said inclusion is not contrary to law. The right of a dismissed

employee's continued participation as provided in this paragraph shall continue for the duration of their recall rights.

- b. Upon recall, an employee shall have all of the benefits to which he/she was entitled prior to termination, including accumulated sick leave and shall be placed one step higher on the salary schedule (unless previously on maximum) than he/she occupied upon receipt of notice of termination provided he/she would have advanced to such step had he/she not been terminated. Seniority shall not accumulate during the period of time an employee is entitled to recall rights.

ARTICLE 19 EDUCATION REFORM

The language of this Agreement shall be interpreted subject to and in conformity with the Education Reform Act of 1993 and any provision of this Agreement inconsistent with the Education Reform Act shall be deemed amended so as to be in compliance with such Act.

ARTICLE 20 FUNDING

In the event the total School Committee budget presented by the School Committee to the Town Meeting for the first fiscal year of any agreement is not fully funded by the Town Meeting, then the wage increases referred to in any Memorandum of Agreement for the first year shall be of no force and effect at the discretion of the Committee. In the event the Committee so exercises its discretion, the parties shall meet to negotiate as if no agreement had been reached and, in such negotiation, all issues shall be "open."

ARTICLE 21 CLEANING WORK AREA

Custodians are responsible for picking-up litter both within the school buildings and on the school property that surrounds the school building. (Note: This is not intended to include grounds keeping duties such as mowing grass and removing trees and/or bush)

ARTICLE 22 PAYROLL DEDUCTIONS

The School Committee shall provide that whenever duly authorized by an employee on a form or forms approved by the committee, payroll deductions on behalf of such employee shall be made every payday and paid in accordance with such form or forms for any or all of the following purposes:

1. Premiums under Town of Marblehead employee's Group Insurance Program.
2. Dues for the Marblehead Education Association, Massachusetts teachers Association, National Education Association from employees authorizing deductions by October 15, with dues deductions to be paid in equal installments from the first pay check in November and continuing for the balance of the school year.
3. Payroll deductions for the Marblehead Municipal Employees Credit Union.
(This new article is conditioned upon the Town's payroll system being able to accommodate it.)

HEALTH INSURANCE

Custodians who regularly work 20 or more hours per week will be eligible to participate in any group health insurance plan at the rates and co-pays offered to other Town employees during the term of this Agreement.

**ARTICLE 23
DURATION**

This Agreement shall become effective July 1, 2018, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2021. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 15, 2020, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Committee and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

Signed and

MARBLEHEAD CUSTODIANS' ASSOCIATION
BY

Jayne Mau' 01/1/18
Name Date

MARBLEHEAD SCHOOL COMMITTEE
BY

Meredith Ford 6/5/18
Name Date

**EXHIBIT A
DRUG-FREE WORKPLACE POLICY**

File: GBEC

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free workplace; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: JICH, Alcohol Use by Students

ACKNOWLEDGMENT OF RECEIPT

Marblehead Public Schools Drug-Free Workplace Policy

To the Employee:

This acknowledgment must be completed, signed, and returned to your immediate supervisor.

I, _____, an employee of the Marblehead Public Schools, hereby certify that I have received a copy of the Drug-Free Workplace Policy - Standards adopted by the Marblehead School Committee on _____

(Signature)

(Date)