

*AGREEMENT*  
*BETWEEN*  
*THE DUXBURY SCHOOL COMMITTEE*  
*AND*  
*LOCAL 1700 AFSCME, AFL-CIO*  
*COUNCIL 93*

*July 1, 2018 – June 30, 2021*

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### **ARTICLE I - RECOGNITION**

The Committee recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all Custodians, Head Custodian, Grounds Keeper/Painter of the Duxbury School Department.

The Committee will not aid, promote or finance any labor group or organization, which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

### **ARTICLE II – UNION DUES, INITIATION FEES AND AGENCY SERVICE FEE**

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinbefore set forth, the Committee agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth (10) day of the succeeding month.

Employees hired by the Committee subsequent to July 1, 1980, and who complete the probationary period of ninety (90) work days shall pay an agency fee to the Union consistent with the provision of Chapter 150E, #12 of the Massachusetts General Laws and the Union agrees to indemnify and hold harmless the Committee and the Town of Duxbury against all claims, suits or other forms of liability arising out of the deduction of said agency service fee from an employee's pay out of the application of this Article. The Union shall assume full responsibility for the disposition of the monies so deducted once they have been released to the Treasurer of the Union. Said Treasurer shall provide the Town Treasurer with any information that may be required pursuant to Massachusetts General Laws, Chapter 180, #17G. The deduction of the agency service fee shall be made by the Committee through the Town Treasurer only during the existence of an executed agreement between the Committee and the Union. The Union may not discriminate against any employee on the basis on non-membership in the Union or that employee's agency fee status.

AFSCME PEOPLE – The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### **ARTICLE III - DISCRIMINATION AND COERCION**

There shall be no discrimination by foremen, Superintendents or other agents of the Committee against any employee because of his/her activity or membership in the Union.

### **ARTICLE IV – GRIEVANCE PROCEDURE**

A. Definition: For the purposes of this Agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement and the Committee, or the Union and the Committee over the interpretation or application of an expressed written provision of the Agreement.

B. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One – Facilities Director - An employee covered by this Agreement who has a grievance shall submit the grievance in writing to the Facilities Director setting forth the facts of the alleged grievance, the Article or Articles of the Agreement alleged to have been violated, and remedy sought. Appendix C contains the Official Grievance Form. This submission must be filed as set forth herein within five (5) normal work Days from the date on which the incident giving rise to the grievance has occurred. A copy of all Level One grievances will be forwarded to the Business Manager.

2. Level Two - Superintendent - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) normal work days after presentation of the grievance, said grievant may appeal to the Superintendent, or his/her designee, within five (5) normal work days. Such appeal shall be in writing setting forth the details of the grievance, the applicable provision of the Agreement and the decision, if any, rendered in Level One; and said grievant shall also notify the Union of such appeal.

Within five (5) normal work days after receipt of the written grievance by the Superintendent, he/she, or his/her designee, shall confer with the grievant, at which time the appropriate representatives of the Union may be present.

3. Level Three - Committee - Except for matters regarding suspension or dismissal of an employee, if the grievant is not satisfied with the decision of the Superintendent, or his/her designee, or if no decision has been rendered within five (5) normal work days after the conference in Level Two, an appeal may be made to the Committee by the grievant within five (5) normal work days after the receipt of the decision of the Superintendent or the expiration of the five (5) normal work days aforementioned. Such appeal shall be made in writing setting forth the details of the grievance, the applicable provision of the Agreement and the decision, if any, rendered under Level Two. A subcommittee of the School Committee will meet with the grievant and representatives of the Union within ten (10) work days following receipt of the written appeal to Level Three. The School Committee shall render its decision at the next regularly scheduled meeting following the conference. If the grievant is not satisfied with the decision, the Union may submit the grievance to arbitration as provided herein; provided, however, that the submission to arbitration must be made within thirty (30) normal work days immediately following receipt of the decision of the School Committee.

#### **ARTICLE V - ARBITRATION**

A. If a grievance is advanced to arbitration, the arbitrator shall be chosen as follows: by agreement of the parties, the demand for arbitration may be filed with the American Arbitration Association, The Division of Labor Relations for the Commonwealth, or the Labor Relations Connection. If the parties are unable to mutually agree upon a forum for arbitration, then the demand shall be filed with the American Arbitration Association with the timelines set forth at Article IV, Section 3 and the process shall be governed by the Rules of the American Arbitration Association.

B. The arbitrator shall confer with representatives of the Committee and the Union and hold a hearing promptly. Further, the arbitrator will render his/her award and the reasons therefore, in writing, not later than thirty (30) normal work days from the close of the hearing; or, if oral hearings have been waived, then from the date the final statements and briefs are submitted to him/her. No substitute custodian will be hired because of such mandatory attendance.

The arbitrator will be without power or authority to make any decision which is violative of the terms of this Agreement, or which exceed the submission of the grievance to him/her. The decision of the arbitrator will be final and binding on all the parties to the arbitration.

C. The cost for the services of the arbitration, including per diem expenses, if any, actual and necessary travel expenses and subsistence expenses will be borne equally by the Committee and the Union. Employees may deduct days used for mandatory attendance at arbitration hearings from their own sick leave or personal days; but in no event shall there be any cost to the Committee because of such mandatory attendance.

#### **ARTICLE VI - SENIORITY**

The length of service, commencing with the date of hire, of a full-time employee covered in the bargaining unit shall determine the seniority of an employee.

#### **ARTICLE VII - JOB POSTING, BIDDING AND HIRING**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted within five (5) work days in a conspicuous place listing the wages, duties, qualifications and shift times. This notice of any vacancy shall remain posted for seven (7) work days. Qualified employees interested in applying may do so, in writing, within the seven (7) day period to the Superintendent of Schools or his/her designee. Where the candidates for the position are restricted to internal applicants, the Superintendent or his/her designee will award the position within fifteen (15) work days of the expiration of this posting. Where the candidates for the position include external applicants, the superintendent or his/her designee will have up to thirty (30) work days from the expiration of the posting to award the position.

Successful applicants, newly hired or internal promotions shall be given a ninety (90) work day trial and training period at the applicable rate of pay. New hired personnel will meet with his/her supervisor after forty-five (45) work days of employment to review their performance.

Newly hired employees may be terminated at any time within the first ninety (90) work days of employment, if it is deemed the employee is not qualified to perform the work. Newly promoted employees shall be returned to their old position and rate any time within the first ninety (90) work days of the new position, if it is deemed the employee is not qualified to perform the work.

In the case of promotion and/or reclassification to a job on a higher pay level, an employee will transfer down one (1) step to the new level. However, if the wages at the new level are less than the individual is presently receiving, he/she shall be placed on the new level at the step which is the next highest to his/her old rate.

It is the policy of the School Department to fill positions in the unit by the up-grading or promotion of persons presently employed. Up-grading or promotion, if made, shall be based upon seniority, ability and qualifications. When ability and qualification of two or more employees are considered relatively equal, seniority shall prevail. Nothing contained herein shall preclude the Administration from hiring more qualified applicants from outside the bargaining unit. The principle of seniority shall prevail in all cases of decrease in the working force or recall to service.

## **ARTICLE VIII - EMPLOYEE EVALUATION**

### **A. Evaluation:**

#### **Employee Evaluation**

The purpose of evaluation is to recognize outstanding performance, assist in identifying areas in which improvement must be sought, and provide a means of pursuing excellence for all District employees in Custodial functions.

#### **Evaluation Procedure**

A formal, written evaluation will be completed annually by June 15<sup>th</sup> by the Facilities Director (herein referred to as "The Evaluator"). It is understood that The Evaluator will obtain feedback on job performance from the employee, other employees, administrators, all of who have direct knowledge of the employee's work. The Employee Performance Review Form is Appendix D. If rating is poor or fair, there will be an improvement plan created for that specific item.

### **B. Discipline**

The following guidelines are agreed to by the Parties for the handling of disciplinary matters under Article VIII of the Parties' Collective Bargaining Agreement.

#### **Progressive Discipline**

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe also taking into consideration the severity of the infraction. Such action is intended to be from less severe to more severe corrective action in order to bring about necessary change in work habits, while recognizing that the seriousness of some infractions may warrant a more severe disciplinary response in the first instance. It is the intent of this procedure to provide a uniform disciplinary environment. The Employee Warning Notice Form is Appendix E.

#### **Progressive Discipline Procedure**

Investigation – Every employee is required to participate in any workplace investigation honestly. Refusal to attend a scheduled meeting or the presentation of false information may be grounds for discipline for insubordination up to and including dismissal. Nothing contained herein shall limit an employee's right to assert his/her privilege against self-incrimination in a matter involving a criminal offense. When a concern becomes known that warrants an investigation, an individual will be assigned to conduct the investigation. Generally speaking the following guidelines will be followed during any such investigation meeting:

- The confidentiality of the investigation will be maintained, however, this will not prevent the employee from having access to such documents and information to which he/she is otherwise entitled;
- The investigator will observe, gather, analyze, and document all facts and carefully considering the circumstances before making findings of fact and/or recommendations for or taking disciplinary action;
- During any investigation meeting with the employee, the employee will be offered Weingarten rights (relative to representation), and provided a truthfulness warning (explain that you are going to ask questions and the employee and witnesses are obligated to tell the truth and provide complete answers).

Disciplinary Meeting – During any meeting to consider discipline against an employee, the employee, and representative if applicable, will be provided with a factual and written notice of charges. Upon request, the employee and their representative will be allowed to caucus privately before responding to the charges. The disciplinary meeting will be documented and the evidence relative to the charges discussed.

### **Counseling and Verbal Warning**

A verbal warning is a discussion between a supervisor and an employee regarding some particular aspect of the employee's performance or conduct. The supervisor should discuss with the employee the nature of the problem or violation of policies or procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem. This type of disciplinary action should be taken as a result of relatively minor infraction, administered as soon as possible after the incident. A verbal warning will be noted in a written document and will be placed in the employee's personnel file.

### **Written Warning**

A written warning involves a more formal documentation of performance, conduct, or attendance issues, and consequences. During this form of discipline, the supervisor will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues, as well as any prior incidents or corrective action plans. The consequences of continued failure to meet expectations will be outlined for the employee in written form. A formal improvement plan will be issued. A written warning may result from a specific formal charge, or an accumulation of minor or repeated infractions. This is an official record placed in the employee's personnel file. Employees may submit a written rebuttal to any verbal or written warning and such rebuttal will be attached to the warning and placed in the employee's personnel file.

### **Suspension and Final Warning**

A suspension is a designated absence from work in non-pay status, which may be imposed for a serious violation of rules, policies, regulations, operating standards, administrative directives, or breaches of good order and discipline. The duration of the suspension is tied to the seriousness of the charge. Short-term suspensions are those lasting 1, 2, 3, 4, or 5, days. Long-term suspensions run from 6 to 60 days. Depending on the seriousness of the infraction, the employee may be suspended without pay in full-duty increments consistent with federal, state, and local wage-and hour employment laws. Nothing contained herein will require the Employer to impose a suspension of any particular duration prior to termination.

### **Dismissal**

A pre-discharge meeting before the Superintendent of Schools is to be held prior to discharge, to review the recommendation to discharge. The final decision to discharge will be made by the Superintendent of Schools. Any employee subject to discharge shall be notified prior to the meeting.

### **Appeal of Disciplinary Action**

Employees aggrieved by a disciplinary decision may appeal such decision by following the grievance and arbitration provisions of the Collective Bargaining Agreement.

## **ARTICLE IX - HOURS OF WORK**

The normal working day shall consist of eight (8) consecutive hours within a twenty-four (24) hour period. Five (5) such consecutive work days shall comprise a normal workweek.

Each employee shall be scheduled to work an assigned shift with regular starting and quitting times. Except for an emergency situation, work shifts shall not be changed unless the Union has been notified at least five (5) working days in advance of any change. This does not limit the school district's authority to transfer an employee from work location (school) to another. Employees can be transferred based on the needs of the school provided their shift and days off remain unchanged.

Employees are required to report to work during snow emergencies when school is cancelled to assist in the removal of snow. Employees shall receive (1) hour of compensatory time for every four (4) hours assisting in



snow removal during their normal tour of duty. If an employee is required to stay past the end of their normal shift, they shall be compensated at the appropriate overtime rate of pay.

If an employee reports to work and is sent home prior to the completion of his/her shift by the Superintendent due to a weather related or other emergency, he/she shall be compensated for his/her entire shift.

The Committee retains the right to establish the hours of work within the respective shifts in accordance with the needs for the efficient operation and maintenance of all buildings and grounds of the school system. Appropriate shifts shall be identified in Appendix "A" and unless mutually agreed to in advance by the parties involved shall not be changed except as stated in paragraph two above. The principle of seniority shall prevail with regard to employee's preference in shift assignment.

Effective September 1, 2012, there shall be established a new tour of duty as follows:

Tuesday – Saturday

This shift shall be limited to one (1) custodian per building/school. Hours worked on Saturday shall be entitled to a 3% shift differential. This newly created shifts shall be filled first by volunteers, and then by inverse seniority. The employee shall work their current hours on Tuesday through Friday and 7:00 a.m. – 3:00 p.m. on Saturday.

#### **ARTICLE X - OVERTIME**

All employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. Overtime worked on Independence Day, Thanksgiving, Christmas, New Year's Eve, and New Year's Day will be paid at a rate of twice the regular rate of pay in addition to the Holiday pay.

Any employee called back to work after completing his/her assigned work and having left his/her place of employment and before his/her next regularly scheduled starting time shall be guaranteed a minimum of three (3) hours at his/her overtime rate. When an Administrator directly assumes responsibility for building use (i.e., students picking up or returning musical instruments) custodians may not be called back.

Any employee who has performed his/her regularly scheduled work and is required to work on Saturdays, Sundays or Holidays shall be guaranteed a minimum of three (3) hours at his/her overtime rate.

Employees shall be paid overtime for work on Saturdays, Sundays and Holidays unless pay has been withheld for cause from the employee during the regular work week preceding the day(s) on which such overtime work is performed.

Any newly hired employee shall not engage in any overtime until successful completion of his/her ninety (90) work day trial and training period, except in cases when all other employees covered by this Agreement have been asked and refused within the individual building.

Overtime shall be equally and impartially distributed among all employees covered by this Agreement and shall be administered by the Assistant Superintendent or designee and assigned on a voluntary basis, except in cases of an emergency when all or certain qualified personnel assigned shall report for work. Any overtime refused shall be considered as overtime worked for the purposes of assignment of such overtime.

All overtime payments for services rendered for any approved use of facilities shall be made by the Committee and paid directly to the appropriate individual. In the event of the use of any area of a building for the serving of meals by any school related or outside organization after school hours or in the event that the kitchen is open, the Committee shall require such groups to be charged for service of an extra duty custodian. If the group is

serving light refreshments only, the Committee may or may not require the services of an extra duty custodian. Groups not charged that repeatedly leave their area littered with food or other debris may be referred by a custodian to the Principal and Director of Buildings and Grounds for possible future charges for extra custodial services. When assigned to extra duty, a custodian will assist the group for which he/she has been provided and may be assigned specific work details by the Principal or Director of Buildings and Grounds. The custodian will keep the Principal or Director of Buildings and Grounds informed of work performed whenever an extra duty custodian is assigned.

The district reserves the right to hire a substitute custodian in the event of an absence or vacation of a custodian.

The Committee shall keep appropriate records of all overtime work and make the same available to any employee covered by this Agreement on reasonable request. In the event of a grievance involving such records, they shall be, upon request, made available and subject to examination by the appropriate Union representative.

### **ARTICLE XI - UNION REPRESENTATIVES**

A written list of representatives shall be furnished to the Committee immediately after designation and the Union shall notify the Committee of changes.

The above shall be granted reasonable time off during working hours to investigate and settle grievances when it does not interfere with the regular performance of their regularly scheduled duties.

### **ARTICLE XII - MEAL PERIODS**

All employees shall be granted a paid meal period of twenty (20) minutes during each work shift. Rest and lunch period time may not be the basis for early quitting time. Employees may not leave premises during meal period.

### **ARTICLE XIII - REST PERIODS**

All employees' work schedules shall provide for a ten (10) minute rest period during each shift. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a non-paid twenty (20) minute meal break before they start to work on the next shift, when such additional time exceeds three (3) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

### **ARTICLE XIV - HOLIDAYS**

The following days shall be considered paid holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Patriot's Day  
Good Friday - providing school is not in session  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
\*1/2 day before Thanksgiving  
Thanksgiving Day  
Friday after Thanksgiving  
\*1/2 day before Christmas  
Christmas Day  
Day after Christmas  
1/2 day before New Year's Day

\*Provided schools are legally closed for students

Any other Holiday declared by the Federal or State Government, which has been accepted by the Town of Duxbury.

One-half (1/2) day shall be defined as four (4) working hours. Holiday pay shall be eight (8) hours pay at straight time rate. If a Holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

Holidays that fall on Saturday are to be celebrated on Friday and those that fall on Sunday are to be celebrated on Monday, except when school is in session.

#### **ARTICLE XV - VACATION**

All employees covered by this Agreement shall earn vacation leave with pay as follows:

##### **PERMANENT FULL-TIME EMPLOYEES:**

After One (1) Year of Service - Two (2) Weeks Vacation Leave\*

After Five (5) Years of Service - Three (3) Weeks Vacation Leave

After Ten (10) Years of Service - Four (4) Weeks Vacation Leave

After Twenty (20) Years of Service – Five (5) Weeks Vacation Leave

Employees shall be allowed to carry over five (5) vacation days into the next fiscal year provided that they are used prior to the end of the following fiscal year.

\*Employees who have not completed a full year of service as of June 30th will be granted vacation leave on a pro-rated basis.

Employees must provide twenty four (24) hour notice to the Facilities Director to schedule one (1) day vacation. Employees must provide five (5) work day notice to the Facilities Director to schedule more than one (1) day vacation. In the event of a conflict in requests for the scheduling of vacation, employees shall be given priority on the basis of seniority.

Under extenuating circumstances (to be defined as construction or major rehabilitation) the Superintendent or his/her designee may assign a specific vacation period to ensure schools will reopen in an orderly manner. Custodial employees must be notified by January 1st.

If it is deemed in the best interest of the School Department for certain individuals covered by this Agreement to take their vacation at other than the normal times, then by mutual consent of the Employee and the Employer, other arrangements, not subject to the grievance procedure, may be approved. For the purposes of this Section, vacation leave may be used for attendance at Union conventions.

Upon termination of employment, Employees shall receive payment equal to the amount of vacation pay they would have received had the termination not occurred (pro-rated). If termination is caused by death, such payment shall be made to the Employee's spouse or Estate.

#### **ARTICLE XVI - SICK LEAVE**

All employees covered by this Agreement shall be entitled to sick leave, with pay, at the rate of one and one-quarter (1 1/4) days per month, earned at the end of each month of service. Sick leave shall be accumulative to a maximum of one hundred and ninety-five (195) days. Any accumulation, which present employees have at the effective date of this Agreement, shall be retained. Sick leave shall be granted for sickness or injury.

In the event an employee is unable to work due to illness for any portion of a day, said portion shall be charged to his/her accumulated sick leave, if any. If the employee has not unused accumulated sick leave, he/she shall not be compensated for said portion of the day.

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

A doctor's certificate must be furnished to the Committee by each employee after three (3) consecutive work days of absence or where there is a pattern of abuse.

As of October 1 of each year, the amount of accumulated sick leave will be made available to each employee covered by this Agreement.

The following provision will be in effect during the period of July 1, 2009-June 30, 2010 on a trial basis: If during one contract year (i.e., July 1 through June 30), an employee does not use any sick leave, as an incentive, he/she will be allowed to buy back three (3) days of sick leave. (It is understood that until and unless negotiated and agreed to as part of a successor agreement, this trial provision will no longer be in effect, as of July 1, 2010).

Employees shall be entitled to utilize up to three (3) days of available sick leave per fiscal year for illness of immediate family members.

Upon termination of employment with the Town due to the employee's death or retirement, the employee or, in the event of death, the employee's spouse estate, shall be given a day's pay for each three days of the unused portion of the accumulated sick leave, up to a maximum of seventy-five (75) days payment.

#### **ARTICLE XVII - FUNERAL LEAVE**

In the event of death in the immediate family (i.e. spouse, parent, brother, sister, child or grandchild) each employee covered by this Agreement will be granted a leave of absence, without loss of pay, for up to five (5) working days.

In the event of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, niece, nephew, grandparent, brother-in-law, sister-in-law, or any member of the employee's household related by blood or marriage, each employee covered by this Agreement will be granted a leave of absence for up to three (3) working days, without loss of pay.

In the event of the death of an aunt or uncle, of an employee covered by this Agreement, then such employee shall be entitled to one (1) day to attend the funeral, which day shall be charged to the employee's accumulated sick leave, if any. If the employee has no accumulated sick leave, then the employee shall not be compensated for that day.

In the event that the internment of, or memorial service for, any of the above named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one (1) of the days to a later date to be used for such internment or memorial service.

#### **ARTICLE XVIII - CHILDCARE LEAVE**

Upon the birth or adoption of a child of the employee, the Committee will grant a leave of absence without pay for up to one (1) year providing the request for said leave is given at least sixty (60) calendar days in advance of the commencement of said leave.

#### **ARTICLE XIX - JURY PAY**

The Committee agrees to compensate the employee at his/her regular rate of pay for loss time, and any compensation received by the employee from the Jury Commission will be returned to the Town.

#### **ARTICLE XX - PERSONAL LEAVE**

The Superintendent, or his/her designee, shall grant two (2) days of personal leave each year of this Agreement. An employee can carry over one (1) personal day from the previous year if unused. The maximum of personal days at any given time shall be three (3). Such personal days may not be the day before or after a vacation or holiday.

#### **ARTICLE XXI - UNIFORMS, PROTECTIVE CLOTHING AND MATERIALS**

The Committee shall provide, and all employees covered by this Agreement shall wear, uniform shirts and pants. Further, the Committee shall provide all personnel with two lightweight uniform jackets, provided that an employee may, at his/her option, substitute a heavy weight jacket appropriate for work for one of the lightweight jackets. New uniforms will be provided every two (2) years based on bidding regulations.

The Committee will provide a one hundred forty dollar (\$140) allowance, per year, for each employee covered by this Agreement for shoes and boots. Said allowance will be paid in a lump sum during the first pay period in July of each year.

The Committee shall provide all grounds and maintenance personnel with heavy-duty jackets, heavy gloves, rain gear, boots and appropriate coveralls. In addition, the Committee shall make available in each building one set of clothing for use by custodial staff when removing snow, to include heavy duty gloves, boots, and appropriate weather protection gear.

On or after July 1, 2010, the committee will provide employees with five (5) long sleeve and five (5) short sleeve uniform shirts. New uniforms (7 shirts, 7 pants) are to be provided every two years thereafter.

The Committee agrees to provide all necessary materials, equipment and tools required to perform the duties assigned to the respective employees covered by this Agreement.

All employees covered by this Agreement shall wear the uniforms provided by the Committee when they are on duty while school is in session or during special functions.

### **ARTICLE XXII - SAFETY COMMITTEE CODE**

A safety committee composed of one (1) representative of the Union and one (1) representative of the Committee shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices and shall report, in writing, the results of each meeting. It may draw up a safety code, which both parties to this Agreement agree to enforce.

### **ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

A. Bulletin Board - Announcements shall be posted on the bulletin board in each custodial office. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

B. Should any provision of this Agreement be found to be in violation of any Federal or State law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect; and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

C. No Discrimination - The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, national origin, sex or age and that such persons shall receive the full protection of this Agreement.

D. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit. However, the proceeding shall not eliminate normal sub-contracting of work.

Employees must immediately orally report all injuries, including but not limited to those resulting from assault and/or battery, in connection with employment to the Assistant Superintendent. A written report must be filed as soon as possible.

Employees may be required to attend training unique to or specifically related to their jobs. Training relative to and emergency first aid is voluntary. If the training is scheduled to be on-duty, employees will be paid or provided with compensatory time.

It is agreed that employment as a full-time custodian in the Duxbury Public Schools takes precedence over any other employment.

#### **ARTICLE XXIV- COMMITTEE RIGHTS CLAUSE**

This Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee and Administrators under said statutes of the Commonwealth or the Rules and Regulations of agencies of the Commonwealth.

Further, the Union and the Committee agree to be bound by existing Rules and Regulations of the Committee except as the Rules and Regulations are changed by this Agreement.

As to every matter not covered by this Agreement, the Committee and Administrators retain the powers and duties that they have by law and may exercise the same without any such exercise being made the subject of an arbitration proceeding hereunder.

#### **ARTICLE XXV - NO STRIKE CLAUSE**

No member of the bargaining unit covered by the terms and provisions of this Agreement shall, during the life of this Agreement, engage in, induce, or encourage any strike, work stoppage, slowdown or concerted effort to withhold services.

#### **ARTICLE XXVI - WAGE RATES**

A. Wage rates for employees covered by this Agreement are set forth in the schedule attached marked "Appendix B."

B. An employee covered by this Agreement who is required to perform the work of a higher classification for four (4) consecutive work days shall be paid, in addition to his/her regular hourly rate, fifty (\$0.50) cents per hour retroactive to the first day of assignment to the higher classification.

C. Employees assigned to work after 3:00 p.m. shall receive a shift differential added to their regular base hourly rate as follows:

- 3% for the second shift (up to 11:00 P.M.)
- 3% for anyone working after 3:00 P.M.
- 4% for the third shift (11:00 P.M. to 7:00 A.M.)

This provision shall not apply to overtime pay.

D. An employee must complete a ninety (90) work day trial and training period to be eligible for a step raise within the first year. The Superintendent or a designee shall make a recommendation for this step raise at the completion of the probation period in writing to the Superintendent or her designee. An employee covered by this Agreement shall be moved from step to step on July 1.

E. It is agreed by the Union and the Committee that bi-weekly paychecks will reflect the pay period for which the check has been issued.

F. All pay must be processed via direct deposit, and when the Town of Duxbury implements payday will transition from bi-weekly Thursdays to bi-weekly Fridays, and electronic advance of same.

**ARTICLE XXVII - ANNIVERSARY DATES**

Employees covered by this Agreement will have as their anniversary date the actual "Date of Hire."

**ARTICLE XXVIII - LONGEVITY**

Employees covered by this Agreement shall be entitled to a longevity payment in addition to their regular base pay effective with their respective anniversary dates as follows:

After seven (7) years	\$0.35 per hour
After twelve (12) years	\$0.45 per hour
After fifteen (15) years	\$0.65 per hour

**ARTICLE XXIX - OTHER FRINGE BENEFITS**

All employees scheduled to work more than twenty (20) hours per week will be eligible to be covered by the Town of Duxbury Medical and Life Insurance Programs as per the policy of the Town and State regulations.

Employees who work less than twenty (20) hours per week will not be eligible for the above listed benefits.

In addition, all employees of the School Department will be required to file the necessary forms and applications with the appropriate Retirement Board who will make the determination as to whether or not the employee comes under the respective retirement plan.

All employees will be covered by Workers' Compensation Insurance.

**ARTICLE XXX - EDUCATIONAL DEVELOPMENT**

The Committee agrees to reimburse up to \$2,000 per fiscal year at the school of the employees choice. The employee must be involved in a degree program or have prior approval from the Assistant Superintendent for related courses. Assistance under this Article will be limited to obtaining an associate or baccalaureate degree, with the exception of employees employed as of the date of this Agreement.

Assistance under this Article will be limited to tuition, registration, laboratory fees, books and exams required for admittance to a program.



**ARTICLE XXXI - SMOKING CESSATION PROGRAM**

The Committee agrees to reimburse an employee up to \$300 for expenses related to participation in a recognized program of smoking cessation. The Superintendent or designee shall have the sole authority to make awards related to this benefit. Custodial employees agree not to smoke at any time on school premises. An employee who violates the provision will forfeit benefits to which he/she may be otherwise entitled.

**APPENDIX A**

**SHIFT DESIGNATIONS**

- 1st Shift      Any eight (8) hour period of work prior to 3:00 P.M.  
Split Shift    Any eight (8) hour period of work that starts prior to 3:00 P.M.  
2nd Shift      Any eight (8) hour period of work starting at 3:00 P.M. and ending at 11:00 P.M.  
3rd Shift      Any eight (8) hour period of work starting at 11:00 P.M. and ending at 7:00 A.M.

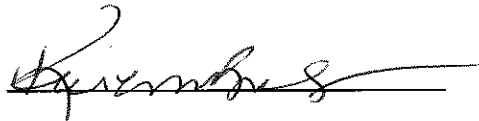
**SALARY SCHEDULE:**

See Appendix "B"

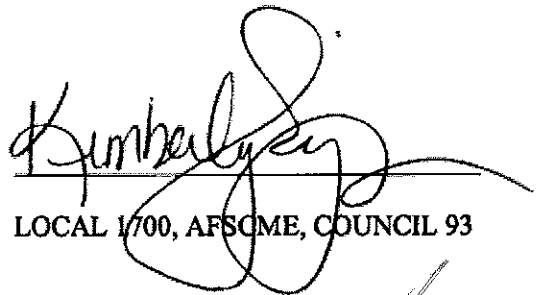
The Committee will prepare copies of the collective bargaining agreement, with amendments incorporated, and will provide the AFSCME steward with a sufficient number to permit distribution to each member of the bargaining unit.

IN WITNESS HEREOF, the School Committee of the Town of Duxbury has caused this Agreement to be signed in its name and behalf by its Chairman, and Local 1700 AFSCME, AFL-CIO, Council 93, to be signed in its name and behalf by its Steward.

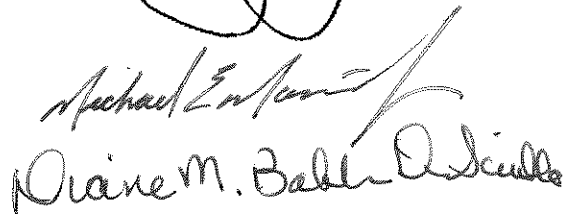
Signed this \_\_\_ day of July 2018



DUXBURY SCHOOL COMMITTEE



LOCAL 1700, AFSCME, COUNCIL 93



**APPENDIX B**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
A - Custodian	Fiscal 2019	\$17.22	\$17.66	\$18.11	\$18.58	\$19.32	\$20.13	\$20.87	\$21.64	\$22.38	\$22.62	\$22.84
	Fiscal 2020	\$17.56	\$18.01	\$18.47	\$18.95	\$19.70	\$20.54	\$21.29	\$22.07	\$22.83	\$23.07	\$23.30
	Fiscal 2021	\$17.91	\$18.37	\$18.84	\$19.33	\$20.10	\$20.95	\$21.71	\$22.51	\$23.29	\$23.53	\$23.77
B - Grounds Keeper/Painter	Fiscal 2019	\$17.39	\$17.83	\$18.29	\$19.32	\$19.51	\$20.32	\$21.06	\$21.82	\$22.58	\$22.81	\$23.05
	Fiscal 2020	\$17.74	\$18.19	\$18.66	\$19.70	\$19.90	\$20.72	\$21.48	\$22.26	\$23.03	\$23.27	\$23.51
	Fiscal 2021	\$18.10	\$18.55	\$19.03	\$20.10	\$20.30	\$21.14	\$21.91	\$22.70	\$23.49	\$23.73	\$23.98
C - Head Custodian	Fiscal 2019	\$18.60	\$19.07	\$19.56	\$20.07	\$20.86	\$21.74	\$22.54	\$23.37	\$24.17	\$24.43	\$24.67
	Fiscal 2020	\$18.97	\$19.45	\$19.95	\$20.47	\$21.28	\$22.18	\$22.99	\$23.83	\$24.66	\$24.92	\$25.16
	Fiscal 2021	\$19.35	\$19.84	\$20.35	\$20.88	\$21.70	\$22.62	\$23.45	\$24.31	\$25.15	\$25.41	\$25.67

**APPENDIX C**

**AFSCME Council 93**

**OFFICIAL GRIEVANCE FORM**

Employer \_\_\_\_\_ Date Submitted: Step 1 \_\_\_\_\_  
Local No. \_\_\_\_\_ Dept. \_\_\_\_\_ 2. \_\_\_\_\_  
Local Grievance No. \_\_\_\_\_ Class Action 3. \_\_\_\_\_  
Grievant \_\_\_\_\_ 4. \_\_\_\_\_  
Title \_\_\_\_\_ 5. \_\_\_\_\_  
Address \_\_\_\_\_ Work Phone \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Immediate Supervisor \_\_\_\_\_ Title \_\_\_\_\_  
I Authorize AFSCME Local \_\_\_\_\_ As My Representative To Act For Me In The Processing Of This Grievance.  
Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_  
Signature of Union Rep. \_\_\_\_\_ Title \_\_\_\_\_

AT EACH STEP, MAKE 3 COPIES OF THE GRIEVANCE  
1 TO THE UNION. 1 TO MANAGEMENT. 1 WORKING COPY

**STATEMENT OF GRIEVANCE**

ARTICLES AND SECTIONS of the contract which have been violated:

\_\_\_\_\_  
\_\_\_\_\_

and any related articles, agreements, practices, rules, regulations, and law.

GRIEVANCE: State the facts (include date/s who, when, where, what, why.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses: \_\_\_\_\_

REMEDY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

FIRST STEP RESPONSE: The grievance was submitted to me on \_\_\_\_\_

My response is as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

SECOND STEP RESPONSE: The grievance was submitted to me on \_\_\_\_\_

My response is as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

THIRD STEP RESPONSE: The grievance was submitted to me on \_\_\_\_\_

My response is as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

FOURTH STEP RESPONSE: The grievance was submitted to me on \_\_\_\_\_

My response is as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

Waiver form: The time limits for submission to step #  1  2  3  4  5  
(circle) have been extended for a period

of \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

EMPLOYER,  
IN ORDER THAT THE UNION CAN DETERMINE WHETHER TO PROGRESS THIS GRIEVANCE, IT REQUESTS THE  
FOLLOWING INFORMATION:

1.  Any and all records, documents and/or statements in the Employer's possession pertaining to this matter.
2.  A written, detailed explanation for the decision to deny this grievance.

**APPENDIX D**

**Employee Performance Review**

**Employee Information**

Name \_\_\_\_\_ Employee ID \_\_\_\_\_  
 Job Title **Circle One:** Head Custodian Custodian \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_  
 Groundskeeper/Painter \_\_\_\_\_  
 Department Duxbury Public Schools- Local AFSCME, AFL-CIO Council 93 \_\_\_\_\_ Manager \_\_\_\_\_  
 Review Period School Year 20\_\_\_\_ / 20\_\_\_\_\_

**Ratings**

	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
<b>Job Knowledge</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
<b>Work Quality</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
<b>Attendance/Punctuality</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
<b>Initiative</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
<b>Communication/Listening Skills</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
<b>Dependability</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments					
<b>Overall Rating (average the rating numbers above)</b>					

**Evaluation**

ADDITIONAL COMMENTS

GOALS

**Verification of Review**

*By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.*

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee Comments \_\_\_\_\_ Date \_\_\_\_\_