# **AGREEMENT**

between the

# SCHOOL COMMITTEE OF THE TOWN OF STOUGHTON

and the

STOUGHTON CHAPTER, LOCAL 362, COUNCIL 93,

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO

July 1, 2022 through June 30, 2025

### **AGREEMENT**

This AGREEMENT is entered into this 1st day of July, 2022, between the School Committee of the Town of Stoughton, Massachusetts (hereinafter referred to as the "Committee"), and the Stoughton Chapter, Local 362, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

### **PREAMBLE**

The purpose of this Collective Bargaining Agreement is to promote and insure harmonious labor relations between the Local and the Town with respect to wages, hours and the terms and conditions of employment.

# ARTICLE I Recognition

In recognition of the fact that a majority of the custodial and maintenance employees in an election on October 10, 1967 have selected the Union as exclusive bargaining representative and that a certification has been issued to this effect for the specific purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Committee recognizes the Union as the exclusive representative of all full-time custodial and maintenance employees but excluding probationary employees of custodial and maintenance staff for six month period. No employee's probationary period shall be extended without prior written notice to the Union and employee.

# ARTICLE II No Discrimination or Coercion

There shall be no discrimination by the Superintendent of Schools or other agents of the Committee against any employee because of his activity or membership in the Union. No one shall be required to become a member or remain a member of the Union as a condition of employment in the Stoughton School System. However, all employees falling within the body and scope of Article I and regardless of membership status, shall abide by all conditions set forth in this Agreement.

# ARTICLE III Agency Service Fee and Dues Deduction

#### **Section 1. Dues Deduction**

The Committee agrees to deduct union dues from the wages of employees covered by this Agreement who have authorized the deduction of said dues on an appropriate dues deduction form.

#### Section 2.

The Treasurer of the Union will certify to the Superintendent of Schools, in writing, prior to May first of each year the current rate of the union dues. In addition, the Union shall provide the Superintendent with notice, no later than June first, of those employees who have authorized the deduction of union dues. The union further agrees to hold the Stoughton schools harmless of any and all disagreements arising out of the deduction of union dues.

#### Section 3. Agency Service Fee

In accordance with M.G.L. c.150E, s.12, the Stoughton School Committee agrees to levy an agency service fee upon those employees covered by this Agreement who have not authorized dues deduction.

#### Section 4.

The Union agrees that it will hold the School Committee harmless for any actions the Committee is required to take pursuant to this provision.

## ARTICLE IV Negotiation Procedure

#### Section 1.

Not later than October 1 of the calendar year preceding the expiration date of this Agreement, the Committee agrees to enter into negotiations with the Union over a successor agreement.

#### Section 2.

During the negotiation process either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation. Each team will be limited to five (5) negotiations.

#### Section 3.

Any agreement reached with the Committee will be reduced to writing and will be signed by the Committee and the Union.

# ARTICLE V Employee Complaint Procedure

The parties recognize the necessity for harmonious labor relations. To that end a custodial employee who feels that he has a complaint with respect to an alleged violation of this Agreement is encouraged to discuss said complaint informally with his immediate supervisor and/or principal in an effort to resolve said complaint amicably.

A maintenance employee who feels that he has a complaint with respect to an alleged violation of this Agreement is encouraged to discuss said complaint informally with the Superintendent of Schools or his/her designee in an effort to resolve said complaint amicably.

Should informal resolution prove unsatisfactory, said employee's recourse is set forth in Article VI.

# ARTICLE VI Grievance Procedure

#### Section 1. Definition

A grievance is hereby defined to mean a dispute involving an alleged violation of any of the provisions of this Agreement, including demotion, suspension and discharge.

#### Section 2. Procedure

A. When a grievance arises, the grievance must be filed in writing in accordance with the requirements of Level One within seven (7) working days (or when school is not in session, seven (7) calendar days) from the day of the event upon which the grievance is based or from the date when the employee had or should have had knowledge of the event.

#### B. Level One

An employee with a grievance shall, with or without a representative of the Union, present it to his immediate supervisor and the Principal in writing within seven (7) working days of the event on which the grievance is based. Senior Custodians must present their grievance to the Principal. Any meeting with reference to the above shall be held during non-work hours unless there is an overlapping of work schedules. Said grievance shall contain the name of the grievant, the nature of the grievance including the contract provision allegedly violated, the requested remedy and any and all available documentation in support of said grievance.

#### C. Level Two

- 1. In the event that the grievance shall not have been resolved to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within seven (7) working days after presentation of the grievance to the immediate supervisor and the Principal, the grievance shall be referred in writing to the Superintendent of Schools within seven (7) working days of the disposition under Level One.
- 2. The Superintendent or his/her designee shall represent the Committee at this level of the grievance procedure. Within ten (10) working days after receipt of the written grievance by the Superintendent, he or his designee shall meet with the aggrieved employee and the Union representative in an effort to settle the grievance.
- 3. Class action grievances shall begin at step 2 of the grievance procedure.

#### D. Level Three

In the event that the grievance shall not have been resolved at Level Two, or in the event that no decision has been rendered within ten (10) working days after the Level Two meeting, the grievance shall be referred by the employee, in writing, to the Committee. At its next regular Committee meeting, or at a special meeting called for the purpose of considering the grievance, the Committee shall meet with the Union in an effort to settle the grievance.

#### E. Level Four

If the grievance has not been settled at Level Three, either party may appeal it in writing to either the American Arbitration Association or the State Board of Conciliation and Arbitration within fifteen (15) days of the disposition under Level Three. Failure to so appeal the grievance within fifteen (15) days shall constitute a waiver of the grievance.

An arbitrator will be selected in accordance with the rules of the organization with which the appeal is filed.

The decision of the arbitrator shall be final and binding on the parties, provided that the arbitrator shall have no authority to add to, detract from, amend, modify or alter any of the terms of this Agreement.

The expenses and fees of the arbitrator shall be equally shared.

#### Section 3. General Provisions

- A. Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the Union shall permit the aggrieved party or parties to proceed to the next step.
- B. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- C. No reprisals of any kind shall be taken by any party of this Contract against any party in interest, any witness, any member of the Personnel Committee of the Union or any other participant in the grievance procedure by reason of such participation.
- D. A grievance that affects a group of employees from different buildings, or is of a general nature, may be submitted, in writing, by the Union to the Superintendent of Schools directly and the processing of such grievance shall be commenced at Level Two.
- E. If any employee covered by this Contract shall present any grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract. The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- F. All decisions shall be in writing, setting forth the decision and reasons therefore.
- G. An alternate steward will be recognized by the Committee and will handle the responsibilities of the union officer when the union officer is not available.

# ARTICLE VII Rights of Committee

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Stoughton in the Committee for the quality of education in, and the efficient and economical operation of, the Stoughton School System, it is herein agreed that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the Committee except where such right, power or duty is specifically limited by the terms of this Agreement.

It is agreed that management officials of the Stoughton Public Schools retain the following rights:

- A. To direct, hire, promote, transfer, assign and retain employees within the school system.
- B. To suspend, demote or discharge a probationary employee, and to suspend, demote or discharge a permanent employee for just cause.
- C. To relieve employees from duties because of lack of work, or for any other legitimate reason, to maintain the efficiency of the operation entrusted to them.
- D. To determine the methods, means and personnel by which such operations are to be conducted.
- E. To take whatever action may be necessary to carry out the mission of the School Department in situations of emergency.

The Committee has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement. It is acknowledged that these rights are vested exclusively in the Committee, so long as the exercise of these rights does not conflict with any term or condition of this Agreement.

For purposes of the Agreement, the term "management officials" includes members of the Stoughton School Committee, the Superintendent of Schools, the Assistant Superintendent and the Administrative Principals.

# ARTICLE VIII Union Activities

#### Section 1.

Insofar as requirements of the Committee permit, Union Officers and/or Steward will be excused from duty, without pay, when required to conduct union business other than joint meetings with management, exclusive of the grievance procedure, provided they cover their job responsibilities. Union Officers and/or Steward shall give reasonable advance notice of their intent to engage in such business to the Superintendent of Schools or his/her designee. Union Officers and /or Steward must notify the principal's office when entering a school for the purpose of authorized union business. When school is not in session, the Union Officers and/or Steward must notify the Superintendent or his/her designee of their presence in the building where they will be conducting union business.

#### Section 2.

Conditions of work permitting, Union Officers and/or Steward shall be excused from their normal tour of duty only for such period of time as is required to conduct their union business. In no event shall such excused absence exceed four (4) consecutive working hours.

#### Section 3.

There shall be no solicitation of employees for Union membership or dues conducted on school property during working hours by the Union, its representatives or by employees.

#### Section 4.

Union meetings may be conducted in school buildings, provided that prior arrangements are made with the Superintendent of School or his/her designee and the building Principal. In accordance with established non-school use policies, no charge will be made.

#### Section 5.

No union activities will be carried on during working hours which will interfere with the normal operations of the school system. There shall be no deduction of pay from aggrieved and/or Union Officers or Steward when engaged in joint meetings with management during working hours.

#### Section 6.

The Union shall furnish the Superintendent of Schools with a written list of its Local Officers and Shop Steward and shall, as soon as possible, notify them in writing of any changes therein. Only those

Officers and Steward shall be recognized by the Committee for purposes of joint meetings except that, at the Union's discretion, the Union may be represented by an international officer and/or Counsel.

#### Section 7. Union Convention

Each year the Committee will grant to the Union President two days leave with pay to attend the Union Convention. Every other year, the Committee will grant the Union President five (5) days leave with pay to attend the National/International convention if he is chosen as a delegate

# ARTICLE IX No Strike

The Union and its members, individually and collectively, agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage. The Union and its members, individually and collectively, agree that if there is a violation of this clause, any or all members violating this clause will, at the discretion of the Committee, be subject to disciplinary action including discharge, suspension, loss of seniority, and the matter shall not be arbitrable.

# ARTICLE X Seniority

Seniority means length of continuous employment by the Committee in a position covered by this Agreement. An employee will acquire seniority after completing a six (6) month probationary period, and his seniority shall then date from the beginning of his employment. An employee who transferred to a position outside the bargaining unit will forfeit his position if he has not returned to his position within six months. This will not apply to a member who has been involuntarily transferred to a position outside the bargaining unit.

# ARTICLE XI Transfers, Vacancies and Promotions

Although the Committee and the Union recognize that some transfer of employees from one school to another is unavoidable, they also recognize that frequent transfer is disruptive of the educational process and interferes with optimum employee performance. Therefore, they agree as follows:

- A. In making transfers, the convenience and wishes of the individual employee will be honored to the extent that these do not conflict with the best interests of the school system.
- B. When involuntary transfers are necessary, an employee's area of competence, performance and length of service in the Stoughton School System will be considered in determining which employee is to be transferred. Employees being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the employee involved and the Superintendent (or his designee), at which time the employee will be notified of the reasons for the transfer. In the event that an employee objects to the transfer, the employee will notify the Union, in writing, with a copy to the Superintendent, and the Superintendent (or his designee) will meet with the Union's representatives to discuss the transfer.

- C. A list of open positions in the Stoughton Public Schools will be made available to all employees and preference will be given in filling such positions on the basis of length of service in the Stoughton School System, and to members of the department to which the vacancy occurs, all posting will indicate which school the open position is in, as long as it is in the best interest of the Stoughton Public Schools.
- D. Notice of transfer will be given to employees a week prior to transfer except in an emergency.
- E. Employees who desire to transfer to another building will file a written statement of such desire with the office of the Superintendent. Such statement shall include the school to which he desires to be transferred. As soon as practicable, the Superintendent will notify, in writing, each employee who has filed such statement of the action taken in regard to his request for a transfer.
- F. Before an employee is assigned or transferred to a particular school, the Principal of the school in question will be consulted regarding said assignment or transfer.
- G. Whenever any vacancy in a position occurs, it will be adequately publicized by the Superintendent of Schools by means of a notice placed in a union bulletin board as far in advance of the appointment as possible. The qualifications for the position, its duties and rate of compensation, will be clearly set forth. The qualifications set forth for a particular position will not be changed by the Committee unless the Union has been given written notification at least one week in advance of the proposed change. However, any changes made by the Committee in the qualifications for a particular position are not subject to the approval of the Union.
- H. All employees will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the competency and other attainments related to the position of all applicants.
- I. When a particular custodial work area within a building becomes available for assignment, Custodians in that building on that shift will be given the opportunity to indicate their desire to be assigned to the area in order of seniority, final custodial area assignments will be determined by the **Senior Custodian**.

### ARTICLE XII Employee Evaluation

#### Section 1.

All observation of the work performance of an employee will be conducted openly with full knowledge of the employee. Employees will be given a copy of any evaluation report, on request, prepared by their superiors and will have the right to discuss such report with their superiors. Employees will be expected to fulfill all physical responsibilities of positions held and perform all duties. Custodians will be evaluated by the Assistant Director of Maintenance and Operations with input from the building Principal and Director of Maintenance and Operations with input from the Director of Maintenance and Operations.

#### Section 2.

The Union recognizes the authority and responsibility of the Superintendent of Schools or his/her designee, Assistant Superintendents and the principal for disciplining or reprimanding an employee for delinquency of performance. If an employee is to be disciplined or reprimanded by a member of the administration, he will be entitled to have a representative of the Union present.

#### Section 3. Just Cause

No employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. A copy of discipline shall be forwarded to the shop steward at the time it is sent to the employee. The Union agrees that these documents will only be discussed with the employee concerned.

#### Section 4. Grievability

Any contention that any evaluation or disciplinary action is arbitrary or discriminatory may be raised as a grievance.

#### Section 5.

Provided that at least six (6) months have passed since the receipt of the discipline and no further discipline has occurred within the three-month period, any individual employee may petition his or her supervisor to request removal of the discipline from his or her personnel file. The decision as to whether the discipline shall be removed is solely within the discretion of the Employer and is not grievable nor does it constitute a future precedent under this Agreement.

# ARTICLE XIII Salaries, Work Schedules and Vacations

### Section 1. Salaries (See Appendix A)

- A. The wages of each employee in the custodial and maintenance department shall be determined pursuant to the following sections of this article.
- B. This agreement is subject to ratification by Local 362 (Stoughton Chapter), approval by the School Committee.
- C. The new custodian/maintenance salary schedule (attached) contains 3 grades and 20 steps. For all grades, Step 4 on the old grid became Step 1 on the new grid and new steps 18, 19, and 20 were added. For the first year of the agreement for all grades, those on Steps 1 and 2 of the old grid shall be on Step 1 of the new grid. For all others, they will take one step backward when transitioning to the new grid.

See Crosswalk below for an example at grade 2.

From old grid FY 2022 Step	Rate per hour in FY 2022	To new grid FY 2023 Step	Rate per hour in FY2023
1	17.57	1	18.92
2	18.01	1	18.92

3	18.46	2	19.39
4	18.92	3	19.88
5	19.39	4	20.38
6	19.88	5	20.89

D. The technology pay grid is attached. Technician compensation is according to this grid.

#### Section 2. Step Raises

- A. There shall be a twenty (20) step salary structure within the three custodian classifications, Junior, Senior, and Maintenance.
- B. Step raises shall be implemented each July 1, except for employees who have not served six (6) months. These employees shall receive their initial increase after serving six (6) months.

#### **Section 3. Vacations**

- A. All vacations shall be approved by the Superintendent of Schools or his/her designee at such time as, in the opinion of the Superintendent of Schools or his/her designee, will cause the least interference with the performance of the regular work of the Stoughton Public Schools. Vacation shall be scheduled on the following basis:
  - 1. Not more than two (2) weeks may be taken between July 1 and September 1 of each calendar year. Not more than one employee per school may be on vacation during the school calendar or more than one maintenance employee.
  - 2. Members will notify the administration as follows:

May 1<sup>st</sup> for vacation use from July 1 - October 31 October 1<sup>st</sup> for vacation use from November 1 - February 28 February 1<sup>st</sup> for vacation use from March 1 - June 30

Priority of vacation period shall be based on seniority among those who have submitted timely vacation requests.

The Superintendent or his/her designee will post a list of employees who file timely requests, twenty (20) calendar days after the timelines noted above. If timely requests for vacations have been made by employees by the appropriate timeline, and the administration has not approved or disapproved the request within the twenty (20) calendar days, the vacation will be considered granted.

- 3. A request for a change of approved vacation shall be submitted at least three (3) working days in advance of the requested period and may be granted if the vacation time requested is open.
- 4. The District, through the School Superintendent, agrees to approve "Week Blocks" that occur between a Monday and a Friday within a calendar week. All other requests for days that extend beyond the calendar week will be considered as a request for a "Single Day". The intent is to limit the "blocking out" of other

- union members vacation requests for "Week Blocks" by members requesting days outside the calendar "Week Block".
- 5. Exceptions to the above may be made by the Superintendent in unusual circumstances.
- B. Selection and priority of vacation periods shall be based on seniority in the Stoughton Public Schools. Exceptions to the aforementioned schedule may be made by the Superintendent of Schools in unusual circumstances.
- C. Continuous employment for six months shall entitle an employee to one week of vacation during the current contract year from July 1 to June 30. Eligibility for vacation shall be determined by years of service as of an employee's anniversary date of employment. One week of an employee's vacation allotment may be taken one day at a time provided said employee provides the Superintendent of Schools or his/her designee with at least one week's notice of his intention to take a single vacation day.
- D. Any employee who has worked continuously for more than one year but less than five years shall be granted an annual vacation of two weeks without loss of pay in each contract year from July 1 to June 30.
- E. Any employee who has worked continuously for five years but less than ten years shall be granted an annual vacation of three weeks without loss of pay in each contract year from July 1 to June 30. Eligibility for vacation shall be determined by years of service as of an employee's anniversary date of employment.
- F. Any employee who has worked continuously for ten years or more shall be granted an annual vacation of four weeks without loss of pay in each contract year from July 1 to June 30.
- G. An employee who is using accumulated sick leave at the end of a contract year will not be credited with additional vacation time in the new contract year until he has returned to work with medical approval and has worked for a period covering thirty (30) calendar days. Should an employee comply with the above provision, no deduction shall occur with respect to employee's vacation time and allotment.
- H. The School Committee, at the discretion of the Superintendent, will allow an employee to carry up to 10 (ten) days of vacation time, unused at the end of the fiscal year, into the new fiscal year. Five days must be used by December 31 and the remaining five days used by March 31.
- I. Any employee who has worked continuously for twenty (20) years or more shall be granted an annual vacation of five (5) weeks without loss of pay in each contract year from July 1 to June 30.

### Section 4. Paid Holidays

The following shall be paid holidays of the employee, provided the employee has worked on his last scheduled day prior to the holiday and his first scheduled day after the holiday unless approved leave shall have been granted for either of such days.

#### A. <u>Legal Holidays</u>

New Year's Day

Martin Luther King Jr.'s Birthday Washington's Birthday Patriot's Day Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day 3rd Monday in January 3rd Monday in February 3rd Monday in April Last Monday in May

1st Monday in September 2nd Monday in October

#### B. Other Holidays

Juneteenth

Day after Thanksgiving (full day)

December 24 (full day)

December 26 (full day - only if December 26 is on a Monday through Friday. This additional

holiday shall not be a floating day.)

December 31 (full day)

#### C. Compensatory Time

In the event that any of the paid holidays, in subsections A. or B. of this Section 4 should fall on a weekend (Saturday or Sunday), compensatory time will be given to the employees.

D. **Thanksgiving Eve Hours** – 12:00 noon – 8:30 p.m.

#### Section 5. Work Week

- A. All work schedules will comply with the provisions of the Fair Labor Standards Act as most recently amended.
- B. A work schedule for purposes of this document is defined as five (5) eight (8) hour work periods, one (1) each in five (5) consecutive twenty-four (24) hour periods. Beginning hours of consecutive work periods for individual work schedules must not be less than twenty-four (24) hours apart, except as weekends, holidays and school vacation, or necessity, alter the number of hours between beginning hours of work periods.
- C. The Junior Custodian at the Middle School will report to work 12:30 9:00 p.m. on early release days in order to provide bus duty services.

### SCHEDULES Custodial Employees

Building	Position	Start Time	End Time
Day Schedule	District Maintenance	7:00 AM	3:30 PM
	Sr. Custodian Day	6:00 AM	2:30 PM
SUI O	Jr. Custodian Part Time (1)	11:00 AM	3:00 PM
SHS	Sr. Custodian Night	1:00 PM	9:30 PM
	Jr. Custodian	3:00 PM	11:30 PM
	Sr. Custodian	6:00 AM	2:30 PM
OMS	Jr. Custodian (2)	1:00 PM	9:30 PM
	Jr. Custodian	3:00 PM	11:30 PM
	Sr. Custodian	7:00 AM	3:30 PM
Elementary	Jr. Custodian (team)	3:00 PM	11:30 PM
Not in Session and School Vacation	All	7:00 AM	3:30 PM
Summer Vacation Break	All	7:00 AM	3:30 PM

- (1) Nonunion part time custodian assigned to cafeteria and kitchen cleaning
- (2) Optional arrangement for team cleaner covering cafeteria and kitchen to prepare school for afterschool activities

Early Dismissal (Early Thursday) hours 2:00 p.m. - 10:30 p.m.

Election Day/Teacher Professional Development Day schedule – On days where teachers are in but students are out, the nighttime custodians shall work days at their home base from 7:00 a.m. – 3:30 p.m.

# Reinstate second Senior Custodian at Stoughton High School effective July 1, 2019

The day shift Junior Custodian at Stoughton High School will be moved onto the Senior Custodian pay grid beginning July 1, 2019. This position was eliminated several years ago. The current employee will be moved to the appropriate step to keep in line with years of service. "Since there are now two seniors at the high school, the senior with the most seniority will have the final say. The night senior will be known as Senior 1 and the day as Senior 2."

### **Maintenance Employees**

#### Hours

**Year Round** 7:00 a.m. – 3:30 p.m.

The above schedules include one half hour for a lunch or "mid-break."

- D. The hours for the ground's person may be changed by the athletic director for athletic events, although the 8.5-hour work shift must occur between 6:30 a.m. and 4:00 p.m.
- E. The Superintendent reserves the right to transfer any custodial or maintenance employee from one shift to another in an emergency or other situation which serves the best interest of the School Department. Such transfers, however, will not be made to circumvent payment of overtime wages
- F. One fifteen-minute coffee break will be allowed during each schedule. Two fifteen-minute coffee breaks will be permitted during each schedule for the months of July and August. The members shall notify the Director or the Director's designee regarding specific times for their fifteen-minute breaks, both in the summer and the rest of the school year.
- G. As regards to certain issues involving school closings due to snow, the parties agree to the following:
  - 1. On days when school is canceled because of snow, the following shall apply:
    - a. Employees' schedule shall automatically be 7:00 am to 3:30 p.m.
    - b. On days when it is still snowing:
      - (1) Employees shall not be expected to come in but shall be notified as to the time they are to report to work.
      - (2) Between the hours of 7:00 am and 3:30 p.m., employees shall make themselves available to be notified to report to work.
      - (3) Employees who are not available for such notification may be denied pay for that day.
      - (4) Employees shall be expected to work until 3:30 p.m. or until snow removal is completed, whichever is later. Snow removal, which causes an employee to work past 3:30 p.m., but which is less than eight (8) hours duration from the time of reporting to work, shall be considered part of the regular shift.
  - 2. On days when school is canceled after school has begun, the following shall apply:
    - a. Employee's regular daily schedule shall be in effect.
    - b. Employees may be called in early at management's discretion.
    - c. Employees called in early shall be expected to work an eight (8) hour shift from the time they report to work. Work in excess of eight (8) hours shall be considered overtime.
  - 3. On days when it snows during the evening shift, the Superintendent or his/her designee shall notify employees on that shift if they may leave due to snow.
  - 4. Senior custodians may call in junior custodians for snow removal when needed. For snow removal, night custodians can be called in by the senior custodian at anytime between 7:00 a.m. 3:30 p.m.
  - 5. When employees are called in to plow, they will be paid the overtime rate until the regular custodial employees report to work, at which time their regular rate of pay will be in effect through the completion of their regular work day. (Maintenance to be called in first, then if necessary calls to other employees who are qualified to plow shall be made.)

- 6. When snow events occur on a weekend, custodians are expected to be available to be called for snow removal on a Saturday or Sunday to ensure a safe school opening on Monday.
- 7. When an outside group requests a permit with the need to use school technology equipment (computers, projectors) an individual from the IT department shall be on site to oversee the use of the technology and perform any maintenance/repairs as needed pertaining to said technology.
- 8. When the governor declares a state of emergency and declares essential personnel to work. The superintendent will determine if the custodians, maintenance and IT team are essential and are to work during the period of said emergency.
- H. Night Senior shall not change their regular shift unless approved by the Director or the Director's designee.

#### Section 6. Overtime

- A. Employees will be paid one and one-half times their hourly base rate of pay for all hours worked in excess of eight (8) hours in any one day, or after forty (40) hours in any week; provided, however that such hours are not pyramided. Time and one-half will be the premium rate of pay regardless of hours or days worked. Approved leave with pay shall be synonymous with work.
- B. No overtime shall be performed by any employee covered by this Agreement unless prior approval is obtained from the Superintendent of Schools or his/her designee, unless in an emergency in which time does not permit prior approval.
- C. One quarter (1/4) hour will be the smallest fraction of an hour to be considered.
- D. Any junior custodian who is assigned to cover a senior custodian or maintenance position for **two (2)** consecutive shifts **including during school vacations** shall receive the **senior** pay at his or her same step.
- E. The Superintendent shall have the right to require reasonable overtime in emergency situations of which the Superintendent of Schools shall be the sole judge. This Article shall not be applied in an arbitrary and capricious manner. Any employee who is on vacation shall be exempt from this provision.
- F. The Superintendent of Schools or his/her designee shall establish a system-wide overtime roster from which overtime will be assigned in a fair and equitable manner. Senior/Junior Custodians that are working the day shift when school is in session and are receiving overtime during the weekday after their work shift shall pass on any overtime that comes up over the weekend, during school holidays, or when school is closed. The assignment of overtime shall go to the junior custodian that is assigned to that building first. If the junior custodian cannot cover the weekend or holiday overtime in their building then the remaining team cleaning members should be first in seniority order, then the senior is the first man up. If the senior at that point cannot work the overtime shift then the overtime will be assigned to the outside roster. If required overtime slot is not filled by a volunteer, the Superintendent of Schools or his/her designee will assign the overtime in reverse order of seniority, using the same roster.

- G. Maintenance employees will be called first for overtime assignments involving maintenance work. Whether a job belongs appropriately to either a custodian or a maintenance employee will be determined by the Supervisor or Foreman of Support Services.
- H. An employee who works on a holiday for an outside group rental shall be paid double time.
- I. Employees working an overtime shift must remain in the area required for the overtime assignment.
- J. All overtime slips shall be submitted by the employee within two (2) working days to the senior custodian, who shall, if approved, forward the slip forthwith to the Superintendent, or his/her designee, who shall, if approved, forward the slip to the payroll department within two (2) working days. If the overtime slip is returned for any reason this process shall not apply.
- K. Employees who are required to work on Labor Day, Fourth of July, Veterans Day, Martin L. King, Jr., Christmas and Thanksgiving Day, New Year's Day, Memorial Day, and Juneteenth shall be paid double time.
- L. An employee must be qualified to work overtime. If an employee would like overtime but is not qualified to work said building, the employer will be required to provide the cross training. No employee will be denied cross training. Cross training will take place during the employee's normal work hours.
- M. Civilians are prohibited from performing union duties in any school buildings and grounds.

Maintenance has preference on football coverage.

If multiple permits are issued for the same building at the same or overlapping times, one custodian per permit must be assigned.

#### Section 7

A. Call-In-Pay and Security Check

Regular full-time employees covered by this Agreement shall receive reimbursement at the rate of time and a half with a minimum of four (4) hours if called in to work on emergencies and/or building security check.

- B. Jury Duty
  - (1) Any Regular full-time employee covered by this Agreement shall be paid the difference between his regular hourly rate and his jury pay.
  - (2) Jury duty pay hereunder shall be paid only when an employee claiming such payment submits a certification of attendance as a juror to the Superintendent of Schools or his/her designee. Maximum salary under these conditions is a full week's pay.
- C. The Superintendent will have the discretion to assign a Custodian to be present whenever a school building is being used by the public. The Custodian shall perform custodial duties within the immediate area. A Custodian will not be held responsible for damages occurring through no fault of his own if they occur during a time when he was not assigned to the building but when the building was being used by the public.

D. For purposes of opening and closing building during non-school hours, employees shall be paid two (2) hours to open and two (2) hours to close their building and are not required to remain for the full two (2) hours.

#### **Section 8. Building Supervision Duties**

- A. Supervision of buildings during period of rental use for school activities or private use shall be considered part of a regular janitorial work week of any employee.
- B. To the extent practicable and in accordance with the needs of the department and present practice, custodial staff members will be assigned this duty on an equal and just rotating basis within the building and/or district per school. It shall be the responsibility of the Senior Custodian to maintain an accurate roster from which such assignments shall be made. In all cases of such assignments, reasonable reduction in regular assignment shall be made.
- C. Overtime shall be paid when such assignment extends beyond normal tour of duty or regular work week. No overtime will be paid for time spent in excess of one-quarter (1/4) hour after the close of a function, unless additional time is required to prepare the area for school use. (Signature of official and time of the close of function will be required for overtime payment.)

#### Section 9. Direct Deposit

Bargaining unit employees shall have access to, and may participate in, a Direct Deposit System for payroll checks.

### Section 10. Team Cleaning Lead Custodian

The Union and the Committee agree that in the event the Committee wishes to expand team cleaning, the union will be notified, in writing, sixty (60) days prior to any such expansion; and the parties further agree to commence impact bargaining before the expansion occurs.

#### Information Technology - Technicians

#### **Summer Schedule**

The Information Technology Technicians will follow the same summer schedule as all Stoughton School Employees. "The summer schedule can change pending approval from the head of the IT department. Please see attached document (Side Letter) provided by Ryan McGee"

#### Mileage

All full year technicians will be reimbursed mileage over a full year (12 month) pay cycle.

# ARTICLE XIV Insurance Benefits

#### Section 1. Health and Life Insurance Plan

- A. Health Care Plan design and changes are attached. (See Appendix E.) The School Department will deduct the employee's share on payroll checks for participating members on receipt of the proper authorization.
- B. On the date of retirement, life insurance coverage may be carried under the provisions of Chapter 763 of the Acts of 1972, An Act Increasing Group Life Insurance Benefits to Retired Employees of Counties, Cities, Towns, and Districts, accepted by the Board of Selectmen on December 19, 1972. This action increased the amount to \$2,000.
- C. For the retired employee, the hospital-surgical-medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan, the retired employee may secure his hospital-surgical-medical coverage under any conversion contract offered by Blue Cross/Blue Shield or any other carrier.

### Section 2. Workmen's Compensation: Insurance

Employees are entitled to "Workmen's Compensation Insurance" in accordance with the provisions of Chapter 152 of the General Laws of Massachusetts.

#### Section 3. Contributory Retirement System

It is recognized under the laws of the Commonwealth that permanently appointed employees must become members of the contributory retirement system, and that a percentage as determined by current legislation of their salaries will be deducted each month.

# ARTICLE XV Sick Leave

#### Section 1. Sick Leave Pay

All regularly appointed employees shall be entitled to sick leave with full pay computed as follows: Sick leave shall be earned at the rate of fifteen (15) days per year with a total accumulation of two hundred twenty (220) days during the 1987-1988 contract year and two hundred forty (240) days thereafter. Employees may use four (4) hours of accumulated sick leave for matters that are appropriate for sick leave usage as described in this Article, if the employee has adequate documentation of the need for the use of less than a full day of sick leave and, unless an emergency, provides the administration with advance notice. Use of half days will be counted and deducted from accrued sick leave for all purposes.

#### Section 2. Physicians Certification

Absences for periods in excess of two (2) days duration will be paid only on submission of a doctor's certificate to the Superintendent of Schools or his/her designee.

### Section 3. Accumulated Sick Leave

- A. An employee using accumulated sick leave must submit a written statement from a physician affirming that personal ill health makes absence necessary when such absence extends beyond fourteen (14) consecutive calendar days and every fourteen (14) consecutive calendar days thereafter. Failure to provide the necessary statements, as required, will result in loss of benefits for the period not verified by a physician. Confinement to a hospital or nursing home will be grounds to request a waiver of this provision during the period of confinement if it extends beyond the fourteen (14) day period described above.
- B. An employee who is using accumulated sick leave at the end of a contract year will not be credited with additional sick leave in the new contract year until he has returned to work with medical approval and has worked for a period covering thirty (30) calendar days. Should an employee comply with the above provision, no deduction shall occur with respect to the employee's sick leave time allotment.
- C. Extension beyond stated sick leave may be given in exceptional circumstances at the discretion of the Superintendent of Schools and the Committee.
- D. Custodial employees on an evening schedule must report their absence to the support services office at least one (1) hour prior to the start of their shift. Custodial/Maintenance on a day schedule must report their absence to the support services office as soon as that office opens.
- E. Employees may use ten (10) of their accumulated sick leave days for the bedside care of the employee's immediate family. If three consecutive family illness days are utilized, the employee will provide documentation from a physician. All other procedures regarding sick leave shall apply to this provision. The term "immediate family" means the employee's spouse, child, father, mother, sister or brother.
- F. The parties agree that the purpose of sick leave is to compensate an employee for time when illness prevents an employee from working. The Parties further agree that the purpose of sick leave is not to extend vacation time or holidays. As such, any employee utilizing sick leave immediately proceeding his or her vacation time or a holiday will be required to furnish a doctor's note attesting to the employee's illness prior to receiving compensation for the sick day. If an employee is unable to return from vacation due to unforeseen emergency circumstances, the employee will be allowed to use an additional vacation day upon providing adequate documentation. If an employee has no vacation days available, he or she will be allowed to use a personal day.

### Section 4. Sick Leave Buy-Back

An employee, or his estate, who has completed a minimum of ten (10) years of full-time service in the Stoughton School System and retires into the state or county retirement system, or dies while employed in the Stoughton School System, shall receive the following:

A. Ten (10) years: \$30.00 per day for the first 100 days of accumulated sick leave.

\$45.00 per day for days 101 through 240 of accumulated sick leave. In computing accumulated sick leave, the June 30 period prior to retirement or death should be used as the cutoff date for such accumulated sick leave. Personnel who intend to participate in this program will notify the Superintendent of Schools by November 1 of the calendar year prior to the school year in which they intend to retire, and each such notice shall be submitted in writing.

- B. Except on reinstatement after an approved leave of absence, no sick leave credit for prior service with the Stoughton Schools will be allowed to any employee rehired after a termination of service from the schools.
- C. A total of Three hundred (300) sick leave days may be accrued for sick leave use only additional sixty (60) days will not be eligible for Sick Leave Buy-back upon retirement or death. Existing language in Paragraph A will be used to compute the employee's entitled buy back.

#### Section 5. Termination

Employees who resign will provide the Superintendent with fourteen (14) days written notice.

#### Section 6. Conversion

If an employee uses zero sick leave days in a (calendar/fiscal) year, the employee will be granted five extra vacation days the following year. If an employee uses one full day or less of accumulated sick leave, the employee will be granted four extra vacation days the following year. If an employee uses two full days or less of accumulated sick leave, the employee will be granted three extra vacation days the following year. If an employee uses three full days or less of accumulated sick leave, the employee will be granted two extra vacation day the following year. If an employee uses four full days or less of accumulated sick leave, the employee will be granted one extra vacation days the following year. For purposes of this section, all half (four-hour) days will be counted as well as family illness days and personal days.

### ARTICLE XVI Leaves of Absence

#### **Section 1. Bereavement Leave**

Employees under the agreement shall be granted paid time off in the event of the loss of a family member (as described herein). These absences will not be deducted from the annual and/or cumulative sick leave. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death. Absences due to the death of an immediate/non-immediate family member should be recorded as Bereavement.

- Employees who suffer the loss of an immediate family member are paid for up to five (5) consecutive days of absence. The term "immediate family" means the Employee's spouse, domestic partner, parent, child, brother, sister, grandparent, or grandchild.
- Employees who suffer the loss of a non-immediate family member are paid for up to three (3) consecutive days of absence. The term "non-immediate family" means the father and/or mother of the employee's spouse, domestic partner, or the Employee's son-in-law and/or daughter-in-law.
- Employees under the Agreement will receive one (1) day off with pay, in the event of the death of the employee's, brother-in-law, sister-in-law, uncle, aunt, niece or nephew unless said relative is a non-immediate family member in which event the employee will be entitled to up to five (5) consecutive days of absence.
- If a current member of the bargaining unit passes away, other members of the unit who wish to attend the funeral of the deceased member will be allowed to do so without the loss of pay,

provided that they return to work following the service, and provided the buildings are covered at no additional cost to the schools.

The Superintendent shall grant five (5) bereavement days to an Employee based upon if the non-immediate family member lived in the household. Written request including appropriate documentation demonstrating that the person lived at that address shall be submitted to the superintendent. An extension of leave without pay may be granted at the discretion of the superintendent on a non-precedent setting basis and will not be a violation of the contract and not grieveable. Employees should request Bereavement Leave prior to their absence whenever possible, but no later than one hour before the Employee's regular workday commences.

#### Section 2. Personal Leave

With the approval of the Superintendent, in non-emergency situations, which approval shall not be unreasonably denied, five (5) days of the annual sick leave allowance may be used for personal, legal, business, household or family matter which require absence during work hours. Application for this personal leave must be made at least twenty-four (24) hours before the taking of such leave except in the case of an emergency. When personal leave is taken, a statement of the category under which the leave is being taken will be submitted within two (2) school days of taking such leave to the office of the Superintendent. Failure to provide this statement will result in loss of pay for the period involved. The benefits of this paragraph shall not be utilized to extend a holiday or a vacation period.

#### Section 3. Religious Holiday Leave

Three (3) days of the annual sick leave allowance may be used for the observance of religious holidays.

### **Section 4. Leaves of Absence Without Pay**

Leaves of absence without pay may be requested and shall not be unreasonably denied. Leaves of absence of up to thirty (30) days, without pay, may be granted by the Superintendent. Such requests shall not be unreasonably denied. During the period of such leave the employee shall not accrue vacation, sick leave, or other benefits, but may continue health care coverage at the employee's expense.

#### Section 5. Family Medical Leave

Requests for leave Pursuant to the FMLA shall comply with the requirements of that law. The Superintendent may designate requests for leave as defined by that law as family and medical leave pursuant to the statute. (See Appendix D.)

#### Section 6, Maternity Leave

Employees shall have up to 8 weeks of unpaid leave for the delivery and care of a newborn child.

# ARTICLE XVII Personal Injury Benefits

#### Section 1.

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

#### Section 2.

Any employee who is injured in the course of his employment must report the injury orally to the Principal of the school within twenty-four (24) hours of the injury and must report it in writing to the Principal within forty-eight (48) hours of the injury.

Such report must describe the location of the injury, how the injury occurred and the nature and extent of the injury to the best of the employee's knowledge.

# ARTICLE XVIII Protection

#### Section 1.

Employees will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent of Schools in writing.

#### Section 2.

This report will be forwarded to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved.

#### Section 3.

If criminal or civil proceedings are brought against an employee alleging that he committed an assault in connection with his employment, the Committee may, if it is consistent with the Laws of the Commonwealth, furnish legal counsel to defend him in such proceedings if the employee requests such assistance.

# ARTICLE XIX Uniforms

A. Employees covered by this Agreement will be required, as a condition of employment, to wear uniforms as provided by the employer when on duty. The cost of providing and maintaining the uniform in proper condition shall be paid by the employer. When selecting a uniform company to provide uniforms for the employees under this Article, the Committee will make every effort to find and select a company which will pick up and deliver at each school. Uniforms are to be worn only to and from work, and during paid working hours when practicable.

- B. During the summer cleaning period, the Superintendent will allow members to wear light cotton shirts. The School Department will supply 5 (five) golf type shirts per year, per employee, to be delivered on or before July 1<sup>st</sup> of each contract year. Said shirts shall be cleaned by the employees.
- C. Winter jackets, rain gear, boots or sweatshirts may be substituted for the five shirts set forth in "B" above. There will be no additional cost to the School Committee or no more than **\$150.00** for the fiscal year. The Union must notify the Superintendent on or before June 1 in order to exercise that option for the winter jacket, boots, sweatshirts or raingear for the next fiscal year.
- D. IT to be reimbursed up to \$200.00 per year for tools they need to buy to do a job. Said tools will then become the property of Stoughton Public Schools.

### ARTICLE XX Layoff and Recall

Section1:

In the event of a reduction in the work force, the least senior employee in the classification affected will be laid off first. (Seniority shall mean years of service with the Stoughton schools)

#### Section 2.

Employees affected by the above provisions shall have the option of being laid off or he may bump the least senior employee in an equal or lower classification, provided that the employee being bumped is less senior than the employee bumping him, and provided further that he is qualified to perform the duties in that classification in the determination of the Superintendent. Qualifications will be defined as follows:

- a. Ability to perform the duties
- b. Work record, employee history and evaluation
- c. Physical and communicative skills as a basis for the ability to perform the duties of the position.

#### Section 3.

Employees who are on layoff shall for twenty-four (24) months after the effective date of layoff be placed on a recall list and shall be given preference for any vacancy or new position which they are qualified to fill without loss of sick leave and seniority accumulated prior to separation.

# ARTICLE XXI Separability and Renegotiations

To the best knowledge and belief of the parties, this Contract contains no provision which is contrary to Federal Law or State Law. Should, however, any provision of this Agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with Federal or State Law, then either party shall have the right to open discussions with the other party with a view to the elimination and/or modification of such provision. In the event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect. If any provision which has been excluded from this Contract solely because of the restrictions of the law is determined either by a legislative enactment or by a decision of the court of highest

recourse to be legal or permissible, then both parties shall meet and restore such provision to the extent permitted.

#### **ARTICLE XXII**

#### **Physical Examinations**

The Superintendent of Schools or his/her designee may, in his/her discretion, require employees covered by this Agreement to submit to a physical examination after consultation with the School Nurse for the purpose of determining an employee's continued fitness for duty. It is specifically understood that the School Committee shall select the physician and pay for said physicals. There shall be no decrease in pay for undergoing an aforementioned physical during work hours.

#### **ARTICLE XXIII**

#### Subcontracting

In the event that the Stoughton School Committee seeks to subcontract unit work to non-unit personnel, said subcontracting shall be the subject of negotiations between the Union and the Stoughton School Committee. The provisions of this Article shall not be subject to the grievance and arbitration procedure.

#### **ARTICLE XXIV**

#### **Sick Leave Donation**

#### Section 1. Sick Leave Donation

On occasion, the Union may request permission from the Superintendent and School Committee for volunteering members of the bargaining unit to donate one (1) day of sick leave to another member who has an extended period of illness, disability or injury and who has exhausted his/her current and accumulated sick leave. The provisions of this Article shall not be subject to the grievance and arbitration procedure.

#### Section 2. Sick Leave Bank

A. The purpose of the Sick Leave Bank is to provide extended sick leave coverage to any custodial/maintenance employee who has exhausted his/her sick leave and who is a member of the Sick Leave Bank pursuant to Paragraph B below. A custodial or maintenance employee may access the Sick Leave bank for absences due to or resulting from an extended and/or serious injury, illness or disability. An employee is eligible to join the Sick Leave Bank after **one year** of full-time employment, but must contribute one day of his/her accumulated sick leave to the Bank by the July 1<sup>st</sup> following his/her first year of employment as a condition of joining the Bank.

- B. The Bank will be administered by a committee of four persons, two members representing the School Committee and two members representing the Union to be known as the Sick Leave Bank Committee.
- C. All requests for the use of sick days from the Sick Leave Bank shall be directed to the Sick Leave Bank Committee. The Sick Leave Bank Committee may approve a request for the use of sick leave bank days in an amount up to twenty (20) days. The total grant of Sick Leave Bank days shall not exceed ninety-six (96) days per illness, injury or disability. A request for the use of sick bank days must be accompanied by an application and medical documentation. Any requests for an extension of Sick Leave Bank benefits must be accompanied by a new application and current medical documentation.
- D. In acting upon requests for sick days from the Sick Leave Bank, the Sick Leave Bank Committee shall utilize the following criteria:
  - 1. Adequate medical evidence;
  - 2. Prior utilization of sick leave and/or the Sick Leave Bank;
  - 3. Reasons for and propriety of prior use of sick leave; and,
  - 4. The member's intent to return to service in the Stoughton Public Schools.
- E. In order for a member to be eligible for sick leave bank benefits in a successive school year, he/she must return to work for a period of time at least as long as the period for which he/she received benefits. the Sick Leave Bank Committee may waive this provision in extraordinary circumstances.
- F. The decisions of the Sick Leave Bank Committee are final and not subject to the grievance and arbitration procedure.
- G. When the Sick Leave Bank drops below seventy (70) days, all members of the sick leave bank must contribute one (1) day of sick leave to the bank on the first workday of the following month. On September 1 of each school year, each member will automatically donate a day to the bank if the bank dropped below forty-eight (48) days in the month of June. In no case shall the bank be allowed to exceed one hundred fifty (150) days.
- H. Any member currently receiving sick leave benefits may continue to be eligible for sick leave bank benefits even though the bank drops below forty-eight (48) days and the member does not have a day to contribute to the Sick Leave Bank. He/she will automatically have a day of sick leave deducted and contributed to the Bank as soon as he/she has earned a sick day.
- I. Any unused days given to a member of the union through the sick bank must be returned to the bank when the member returns to work.

#### **ARTICLE XXV**

#### Miscellaneous Provisions

#### Section 1. Education

Any employee and/or a member (s) of his/her family shall be entitled to take any Stoughton School Department Adult Education Course without charge.

#### Section 2. Use of Private Vehicle

When an employee is required to use his/her personal vehicle for official School Department business, he/she will be compensated at the IRS rate.

#### Section 3. Paging Devices

Employees who work the evening shift are permitted to carry a personal paging device for their personal use. Said paging device shall be paid for and be the property of the employee. Employees who work the evening or night shift are permitted to carry a cell phone for their personal use. Said cell phone shall be paid for and be the property of the employee. It is understood that such phone is for the purposes of emergency use only and shall not be used for personal communication during work hours absent compelling circumstances.

### **Section 4. Early Retirement Incentive**

Any individual over the age of 55 who has more than 15 years of employment with the Stoughton Schools and who desires to leave the Stoughton Schools prior to attaining age 62, may make an irrevocable application to be granted an early retirement incentive of 50% of the difference between the first step and the last step. This provision must be executed in accordance with federal law and finalized no later than November 1 of the last full school year.

### Section 5. Overtime Slips and Paychecks

The Superintendent will provide the members with a memo regarding overtime slips and paychecks. In addition, the Superintendent will provide a memorandum confirming that the Head Custodian is to report to all alarms.

#### **ARTICLE XXVI**

# **Duration of the Agreement**

This agreement shall become effective on July 1, 2022 and shall remain in effect until June 30, 2025. Not later than October 1, 2024, the School Committee and Local 362 (Stoughton Chapter) agree to enter into negotiations for a successor agreement.

duly authorized officers and representatives	on
STOUGHTON SCHOOL COMMITTEE	STOUGHTON CHAPTER, LOCAL 362, COUNCIL 93 AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
Sandra Groppi Chairman	President MRego
6/8/22 Date	6/15/2021 Date

Effective July 1, 2022

	Custodians/Maintenance Salary Grid Steps									
Grade	1	2	3	4	5	6	7	8	9	10
2	18.92	19.39	19.88	20.38	20.89	21.41	21.94	22.49	23.05	23.63
3	21.19	21.72	22.27	22.82	23.39	23.98	24.58	25.19	25.82	26.47
4	23.75	24.34	24.95	25.57	26.21	26.87	27.54	28.23	28.93	29.66
	11 12 13 14 15 16 17 18 19 20							20		
2	24.22	24.82	25.44	26.08	26.73	27.40	28.09	28.79	29.51	30.25
3	27.13	27.81	28.51	29.22	29.95	30.70	31.46	32,25	33.05	33.88
4	30.40	31.16	31.94	32.74	33.55	34.39	35.25	36.13	37.03	37.96

	Technology Salary Grid Steps						
Grade	1	2	3	4	5	6	
TECH 1	\$40,130	\$41,133	\$42,162	\$43,216	\$44,296	\$45,404	
TECH 2	\$46,539	\$47,702	\$48,895	\$50,117	\$51,370	\$52,654	
TECH 3	\$53,971	\$55,320	\$56,703	\$58,121	\$59,574	\$61,063	

# **INDEX**

Subject	Page
	21
Accumulated Sick Leave	4
Agency Service Fee	2
Agreement	22
Bereavement Leave	19
Building Supervision Duties	17
Call-In-Pay	15
Coffee Break	14
Compensatory Time	20
Contributory Retirement System	22
Conversion	19
Direct Deposit	4
Dues Deduction	29
Duration of Agreement	28
Early Retirement Incentive	27
Education	5
Employee Complaint Procedure	1
Employee Evaluation	22
Family Medical Leave	
Grievance Procedure	5
Health and Life Insurance Plan	20
Holidays	13
Jury Duty	17
Just Cause	11
Layoff	25
Leaves of Absence Without Pay	22
Life Insurance	19
Maternity Leave	22
Negotiation Procedure	5
No Discrimination or Coercion	4
No Strike	9
Overtime	17
Overtime Slips & Paychecks	28
Paging Devices	28
Personal Injury Benefits	22
Personal Leave	23
Physical Examinations	26
Preamble	3
Promotions	9
Protection	24
Recall	4
Recognition	4
Religious Holiday Leave	22
Rights of Committee	7
Salaries	11

Salary Grid	30
Security Check	17
Seniority	9
Separability And Re-negotiation	. 24
Sick Leave	20
Sick Leave Bank	25
Sick Leave Buy-Back	21
Sick Leave Donation	26
Snow Cancellations	15
Step Raises	12
Subcontracting	26
Team Cleaning Lead Custodian	19
Termination	22
Transfers	9
Uniforms	24
Union Activities	8
Union Convention	9
Use of Private Vehicles	28
Vacancies	9
Vacations	12
Work Schedules	14
Work Week	14
Workmen's Compensation	20

## **TABLE OF CONTENTS**

ARTICLE		PAGE
ACDEMALAT		
AGREEMENT		2
PREAMBLE		3
ARTICLE I	Recognition	4
ARTICLE II	No Discrimination or Coercion	4
ARTICLE III	Agency Service Fee and dues Deductions	4
ARTICLE IV	Negotiation Procedure	5
ARTICLE V	Employee Complaint Procedure	5
ARTICLE VI	Grievance Procedure	5
ARTICLE VII	Rights of Committee	7
ARTICLE VIII	Union Activities	8
ARTICLE IX	No Strike	9
ARTICLE X	Seniority	9
ARTICLE XI	Transfers, Vacancies and Promotions	9
ARTICLE XII	Employee Evaluation	10
ARTICLE XIII	Salaries, Work Schedules and Vacations	11
ARTICLE XIV	Insurance Benefits	20
ARTICLE XV	Sick Leave	20
ARTICLE XVI	Leaves of Absence	22
Section 1.	Bereavement Leave	22
Section 2.	Personal Leave	23
Section 3.	Religious Holiday Leave	23
Section 4.	Leaves of Absence Without Pay	23
Section 5.	Family Medical Leave	23
Section 6.	Maternity Leave	23
ARTICLE XVII	Personal Injury Benefits	23
ARTICLE XVIII	Protection	24
ARTICLE XIX	Uniforms	24
ARTICLE XX	Layoff and Recall	25
ARTICLE XXI	Separability and Re-negotiation	25
ARTICLE XXII	Physical Examination	26
ARTICLE XXIII	Subcontracting	26
ARTICLE XXIV	Sick Leave Donation	26
Section 1.	Sick Leave Donation	26
Section 2.	Sick Leave Bank	26
ARTICLE XXV	Miscellaneous Provisions	27
Section 1.	Education	27
Section 2.	Private Vehicles	28
Section 3.	Paging Devices	28
Section 4.	Early Retirement Incentive	28
Section 5.	Overtime Slips and Paychecks	28
ARTICLE XXVI	Duration of Agreement	29
SALARY MATRIX		30
INDEX		31-32