

AGREEMENT BETWEEN  
THE SCHOOL COMMITTEE OF THE TOWN OF MEDFIELD  
AND  
THE AMERICAN FEDERATION OF STATE, COUNTY,  
AND  
MUNICIPAL EMPLOYEES

**CUSTODIAN/MAINTENANCE GROUP**  
AFL-CIO, COUNCIL #93, LOCAL #3901  
JULY 1, 2021- JUNE 30, 2024

This Agreement entered into by the Medfield School Committee, hereinafter referred to as the Employer, and Local #3901, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose effective work, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

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## **ARTICLE I: RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all permanent school custodians, grounds staff, and maintenance employees employed for twenty (20) hours or more per week.

Permanent status is established on the first work day after the probationary period of six (6) months.

With the exception of holidays, all other benefits are not accrued during the probationary periods. Once the probationary period is over, such benefits are retroactive to the date employment begins.

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

Substitutes are not recognized by this Agreement in any manner.

## **ARTICLE II: UNION DUES AND INITIATION FEES**

- A.** The Employer agrees to deduct the monthly Union dues from the earnings of an employee who has executed an authorization form. During the life of this Agreement and in accordance with the terms of the Authorization of Dues Form hereinafter set forth, the Employer agrees to deduct union membership dues from the pay of each employee who executes or has executed such form and within thirty (30) days after the withholding, remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.
- B.** MEMBERSHIP IN THE UNION: The Employer will advise all employees at the time of their employment that the Union is their bargaining representative and will notify the Union in writing of the name, address, and classification of each new employee. The Employer and the Union recognize the right of any employee, with the exception of those excluded by law, to become or not to become a member of the Union and will not discourage, discriminate or in any other way interfere with the employee in the exercise of these rights. The Employer will also advise the Union of all permanent employees terminating employment with the school department.
- C.** The Union shall indemnify and save the Employer and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deduction and remitting the same to the Union pursuant to this section
- D.** The Union certifies that this Collective Bargaining Agreement is formally executed pursuant to vote of a majority of all employees in the bargaining unit present during voting.
- E.** The Employer agrees to deduct from the salaries of its employees, who voluntarily authorize it, an agency fee for the Medfield employees covered under the Contract for Local #3901. Employees' authorization will be in writing in the form set forth as follows in the Dues Authorization Card:

**DUES AUTHORIZATION CARD**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

I hereby request and authorize the Medfield School Committee to deduct from my earning's an amount sufficient to provide for regular payments of the agency fee as certified by the A.F.S.C.M.E. Council #93, Local #3901, twelve (12) consecutive payments will be deducted in equal installments, commencing with the first July paycheck. I understand that the Employer will discontinue such deductions for this period only if notify the School Committee in writing to do so not later than sixty (60) days prior to July 1 of the Contract year.

**Date:** \_\_\_\_\_ **Employee Signature:** \_\_\_\_\_

The A.F.S.C.M.E. Council #93 will certify to the Employer in writing the current amount of the agency fee on or before June 1 of each year of this Contract.

- F. All employees recognized by this Agreement will be subject to the terms of an Agency Service Fee, which shall be consistent with the regulations of the Labor Relations Commission. The grandfather clause, specifically referring to the custodian/maintenance personnel, will remain in effect until those individuals have terminated employment with or retired from the Medfield Public Schools.

As a condition of employment during the life of this Agreement, every full-time member of the bargaining unit who is not also a member of the Union shall pay or, by payroll deduction, shall have agreed to pay to the Union an Agency Service Fee in an amount permitted by law.

Whenever such unit member shall not have fulfilled this condition of employment, the Employer will notify the Union.

**ARTICLE III: DISCRIMINATION AND COERCION**

The Employer will not interfere with or discriminate in respect to any term of condition of employment against any employee covered by this Agreement because of membership in a legitimate activity as required by this Agreement on behalf of members of this bargaining unit.

Local #3901, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, recognizes its respective responsibility as exclusive bargaining unit without discrimination, interference, restraint, or coercion.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or

political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement. The Employer and the Union agree that they will not discriminate against employees for their rights under the provisions of Chapter 150E of the General Laws of Massachusetts.

#### **ARTICLE IV: MANAGEMENT POLICIES AND WORK RULES**

The School Committee (Employer) is a public body established under, and with the powers provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Medfield, charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Medfield School System, it is acknowledged that the Employer has the final responsibility of establishing the policies of the public schools of Medfield. The Union agrees that the Employer, the School Committee of the Town of Medfield, has complete authority over the policies and administration of all school departments which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement. As to every matter not expressly covered by this Agreement and except as are specifically or directly modified by the express language in a specific provision of this Agreement, the Employer retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance, arbitration proceedings, or unfair practice charge. Should the Union object to any rule or regulation as being violative of this Agreement, it may resort to the grievance procedure outlined herein. It is recognized that in addition to other functions and responsibilities the Employer has and will retain the right and responsibility to direct operations of the employees and in this connection to determine the methods, processes, and type of work to be performed, the schedule of shifts and hours of work, and to select, hire, and demote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety. It shall have the right and responsibility to discharge or otherwise discipline any employees, for just cause, to promote and lay off because of lack of work, or other cause unless otherwise hereinafter provided.

In reference to the staffing needs, the Employer reserves the right to determine the staffing needs for the facilities in which the employees are employed. However, the Employer recognizes that employment of full-time employees provides for a more effective work schedule for a building and may be more economical for the School System. When appropriate and obvious, a full-time position will be established to meet staffing needs. If a part-time position is needed over a full-time, the Employer has the right to establish the position based on the required staffing needs.

**The Union and the Employer agree that the Employer may utilize substitutes to accomplish its objectives so long as the use of substitutes does not result in a reduction in the number of full and part-time employees. Except where a position has been vacant for more than fourteen (14) days and while the employer is following the process outlined in Article XX, or when a vacancy of more than fourteen (14) days exists resulting from a long-term illness as outlined in Article XIV or a Leave of Absence as outlined in Article XIII, substitutes will be called ONLY after unit bargaining members have been called to work on an overtime basis. Any bargaining unit member, who wishes to be put on the substitute list, may do so on a voluntary basis.**

## **ARTICLE V: STRIKES AND SLOWDOWNS PROHIBITED**

### **Section A**

The Union agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, picketing, or other similar actions which would involve suspension of or interference with the normal work of the Employer or other town departments. In the event that union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

In consideration of the performance by the Union of its obligation, as outlined above, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this article by individual members of the Union.

### **Section B**

The Union and its members agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown, or work stoppage, consorted absences, or other illegal activities directed against the Medfield Public School System. The Union and its members, individually and collectively, agree that if there is a violation of this clause, that is an active participation or involvement in any illegal activities directed against the Medfield Public School System, any or all members of the bargaining unit violating this clause will, at the discretion of the School Committee, be subject to disciplinary action, including discharge or suspension, and the only question that will be subject to the grievance and arbitration procedure, is that of participation or involvement as described above, if the members and the Union or any individual employee disclaim such activities publicly and in writing to the Employer and advise the individuals concerned that the activity is illegal and in violation of the contract and instruct them to cease such activity, it or they shall not be liable in any way thereof.

## **ARTICLE: VI: GRIEVANCE AND ARBITRATION PROCEDURE**

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

### **STEP 1:**

The Union chapter chairperson and/or representative with or without the aggrieved employee shall take up the grievance or dispute in writing by the employee with the employee's appropriate immediate supervisor. **In order for a grievance to be considered timely under the procedure provided for in this Agreement, the grievance must be formally initiated within seven (7) working days from the date when the grievant first knew or should have known of the occurrence of the acts or omissions upon which the grievance is based. The supervisor shall attempt to adjust the matter and shall respond to the chapter chairperson within seven (7) working days after presentation of the grievance.**

### **STEP 2:**

If the grievance has not been settled under Step I, it shall be presented in writing by the employee to the

Director of Finance and Operations within five (5) working days after the supervisor's response is due. The Director of Finance and Operations shall respond to the employee in writing within five (5) working days.

**STEP 3:**

If the grievance remains unresolved, it shall be submitted to the Superintendent of Schools in writing within five (5) days after the response of the Director of Finance and Operation is Superintendent of Schools shall respond in writing within ten (10) working days

**STEP 4:**

- A. In the event the grievance shall not have been satisfactorily disposed of at Step 3, or in the event that no decision has been rendered within ten (10) working days after Step 3 of the Grievance Procedure, the Union may refer in writing within twenty (20) working days of the disposition under Step 3, the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the American Arbitration Association in accordance with the rules and regulations shall make the selection.
- B. The arbitrator shall be without power or authority to modify or alter the terms of this contract.
- C. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. The decision shall be final and binding on both parties.
- D. Each party shall bear the expense of its representative, participants, witnesses, and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this arbitration procedure. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. Copies will be made available to the other party and to the arbitrator on an equal sharing of charges for such record.

Grievance involving disciplinary action shall be processed beginning at the Second Step.

Failure to file a grievance or to process it within stated periods shall be deemed a waiver of the grievance. In the event, the Employer does not answer the grievance within the stated time, it shall be considered denied, and the Union may file it at the next step of the procedure. Upon mutual agreement, the time limits may be extended.

**ARTICLE VII: CONFORMITY TO LAW**

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Should any provision of this Agreement be found to be in violation of any Federal or State law, only this provision shall be subject to negotiation between the parties.

**ARTICLE VIII: UNION REPRESENTATIVES**

A written list of the Union chapter chairperson and other representatives shall be furnished to the Employer as well as any changes. The above shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay. Reasonable time off shall be defined as a period of time that will not seriously affect any of the employees from executing regularly assigned duties.

**ARTICLE IX: HOURS OF WORK**

**A. Work Schedule:**

*Regular hours of work each day shall be consecutive, except for meal periods. A normal work week for a full time employee shall consist of forty (40) hours, Monday through Friday. Each employee shall be scheduled a shift with regular starting and quitting time, and such work schedule shall not be changed except for emergencies without five (5) Days' prior notice and discussion with a Union representative, unless an earlier date is mutually agreed upon. Part time employees shall be entitled to all the rights and benefits of this Agreement, but in proportion to the fraction of their work-week represents against the work-week of full-time employees.*

Permanent status for an employee is established on the first work day after the probationary period of six (6)-months.

Custodians on the night shift shall work the first shift during all school vacation periods.

- 1. **Work Schedule:** Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon the Union and the Employer:

Day Shift during school days:	6:45 a.m. to 2:45 p.m.
Day Shift during vacations:	6:30 a.m. to 3:00 p.m.
Night Shift during school:	2:30 p.m. to 11:00 p.m.
Night Shift during vacations:	6:30 a.m. to 3:00 p.m.
Maintenance (all year):	6:30 a.m. to 3:00 p.m.

**EXCEPTIONS:**

High School Day Custodian:	5:45 a.m. to 1:45 p.m.
High School Night Shift:one (1) at	1:30 p.m. to 10:00p.m.
Blake Middle School Head Custodian	6:00 a.m. to 2:00 p.m.
Blake Middle School One Night Custodian	2:00 p.m. to 10:30 p.m.

- 2. **Lunch Break:** All Full-time custodians shall have a lunch period of thirty (30) minutes free of any duty requirements, excepting the day shift during school days. Except for day custodians during school days, custodians may leave the building for a one-half (1/2) hour lunch, as long as one (1) person remains in the building at all times for security purposes.
- 3. **Coffee Break:** All employees' work schedules shall provide for a fifteen (15)-minute coffee break during each one-half shift. The coffee break shall be scheduled at the middle of each one-half shift whenever this is feasible

4. **Dismissal Due to Lack of Work:** In the event a custodian/maintenance employee reports to the place of work at the regularly scheduled time and is sent home for lack of work at his/her job or on other school property, he/she shall be paid for a full day as defined for the permanent position
5. **Emergencies/Snow Removal:** For emergency or snow removal operations, all custodians and maintenance personnel shall report to work at 6:30a.m. unless directed by the Director of Facilities or designee. A vacation or personal day will not be granted without the prior approval of the Director of Finance and Operations. **THIS DECISION IS FINAL AND NOT SUBJECT TO THE GRIEVANCE AND ARBITRATION PROVISIONS OF THIS AGREEMENT.**

#### **B. Establishment of Hourly Work Schedule**

The Employer reserves the right to determine and adjust all hours of employment. Before such changes are implemented, management will determine if any hardship would be created for employee(s) affected to avoid these situations from occurring. Changes in hours will occur for the purpose of improving current operating conditions of a building within an established time period. Administration will notify and discuss the impact of any change.

The Administration reserves the right to determine and adjust all hours of employment within one hour before or after the shifts as defined above. When changes of longer duration are necessary for the general operations of the buildings, the administration will notify the Union of the change.

#### **C. Length of Duty**

An employee assigned to a building either permanently or on extra duty will remain on duty until the duty ends or the extra duty assignment is finished or unless the Director of Facilities or designee has been notified of the situation.

### **ARTICLE X: OVERTIME**

**A.** All twelve (12)-month employees covered by this Agreement shall be paid overtime at the rate of one and one-half times the regular rate of pay for work in excess of eight (8) hours in one day or forty (40) hours in one week. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay.

**B.** Overtime shall be made available to custodians within a building on a rotating basis, equally distributed. The Head Custodian of the building will be responsible for the accounting and distribution of the overtime assignments in their building.

Any individual may elect whether or not to place his/her name on the system wide list; however, if an employee should add his/her name at any time, he/she shall become eligible for overtime at the next normal rotation to his/her place on the list.

1. An employee who is assigned to work in two (2) or more buildings, who has a split work assignment, shall only have overtime choice in one of the buildings, and that building shall be

considered his/her primary work site.

2. If an equal amount of time is spent in each of the two-(2) buildings, the employee will have the right of first choice. Once made, a change will not occur unless there is a building assignment change for the employee.
3. If there is a disagreement over the first choice, the Director of Facilities or designee will make the final decision.

C. The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the chapter chairperson with the Director of Finance and Operations.

D. A record of the overtime hours worked by each employee will be maintained in the Business Office of the School Department. The chapter chairperson may examine such records by making an appointment through the Office of the Director of Finance and Operations.

E. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. In an emergency, the Employer may require the employee to work overtime. An employee may be recalled after completing his/her assigned shift. The time of his/her reporting to work shall be the time at which his/her overtime shall commence.

F. An individual who refuses overtime shall be considered as having worked that period of time for purposes of overtime distribution.

G. The rate of time and one-half shall be paid for over forty (40) hours except in cases of absence without pay during the regular workweek.

H. Any employee called back to work by a responsible official on the same day after having completed his/her assigned work and having left his/her place of employment and before his/her next regular scheduled starting time shall be paid at the rate of time and one-half (1 1/2) if over eight (8) hours; regular time up to eight (8) hours.

I. Employees working on a recall basis will be guaranteed a minimum of two (2) hours at time and one-half (1 1/2).

J. Employees shall not be required to take time off for any overtime. Payment for overtime work shall be submitted on the next warrant following the week in which the overtime was worked.

### **ARTICLE XI: HOLIDAYS**

A. The following days shall be considered to be paid holidays for twelve (12) month employees:

January	New Year's Day (Jan 1st)
	Martin Luther King Day
February	Washington's Birthday
April	Good Friday
	Patriots Day

May	Memorial Day
June	Juneteenth
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans Day
	Thanksgiving Day and the Friday After Thanksgiving
December	Half Day before Christmas ( work 6:30 a.m. to 10:30 a.m.)
	Christmas Day
	The Day before New Year's Day

\*Rosh Hashanah and Yom Kippur (see **Section F** below for further clarification)

**B.** Should any holiday fall on an employee's normal day off, the nearest scheduled working day shall be considered the holiday.

**C.** Holiday pay shall be eight (8) hours of pay at straight time rate regardless of shift assignment, and shall be for regularly scheduled hours. Any employee who is required to work on a holiday shall be paid at two (2) times the regular rate of pay.

**D.** If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay at his straight time rate. In order to be eligible for holiday pay, an employee must have worked the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday unless excused by the Central Office administrators.

**E.** Employees will be granted the day after Christmas off under the following conditions: All schools have one employee on duty. Day after Christmas Day shall be deducted from vacation leave.

**F.** "No School Days" Days other than the days designated in section A (move Rosh Hashanah & Yom Kippur into Holiday, Article XI-Section F). These two days will be considered holidays only if it falls between Monday-Friday and school is not in session to observe the holiday.

## **ARTICLE XII: VACATION**

**A.** The vacation year shall be the period July 1 to June 30 inclusive.

**B.** Each member shall be credited as of June 30 with vacation leave with pay as follows:

1. An employee hired between July 1 and June 30 inclusive of the year previous to the beginning of an annual vacation period (July) shall be entitled to one (1) day paid vacation for each month in which the person was employed between July 1 and June 30 of that previous year, to a maximum often (10) days.
2. Up to three (3) days' vacation can be carried over. These days cannot be used July 1st through September 30; only from October 1st to December 31st.

**C.** All entitlements to vacation allowance are to be based on the years of continuous service as of June 30 immediately preceding the vacation period.

**D.** Vacation with pay shall be granted to an employee at the rate of two (2) weeks annually; such employee after completing five (5) years of continuous service shall be granted three (3) weeks annually. Such employee after completing ten (10) years continuous service shall be granted four (4) weeks annually. Employees entitled to three (3) or more weeks' vacation may be required to take their vacations at two (2) different times, if so requested by their supervisor or the Director of Finance and Operations for just reason.

**E.** During the month of May each year, all custodians and maintenance men shall meet at a place to be designated by the Director of Finance and Operations to select their vacation periods. The selections shall be made on the basis of seniority, the most senior man selecting first, the next most senior man choosing second, etc., until all men have selected and all available weeks are filled. Written approval of vacation requests shall be forwarded to each Custodian by June 1 of each year.

**F.** Vacation weeks available are to be only those weeks when school is not in session during the months of July and August, excluding two (2) weeks before school opens and the week after school closes each year. The weeks of school vacations: Christmas, February, and April, will be considered as weeks available for vacation provided that not more than one person from each building and one person from the combined maintenance/ ground staff will be eligible for vacation during this time. The selection for these weeks will be made on the basis of seniority within each building and within the maintenance/grounds staff. However, the Director of Finance and Operations may waive this provision with prior approval.

**G.** The Director of Finance and Operations will give full consideration to requests to take vacations during times of the year other than those specified above.

**H. Terminating Employment:**

1. Employees terminating service to retire shall be entitled to the full vacation benefits for the final year if he/she has completed thirty (30) weeks or more service in the final year.
2. Employees terminating service for reasons other than retirement shall be entitled to vacation benefits accordingly: Number of months of service in the final vacation pay period divided by twelve(12) times the number of days annual vacation entitlement as of the date of termination.
3. If termination is caused by death, such payment will be made to the employee's spouse or beneficiary.

**ARTICLE XIII: LEAVE OF ABSENCE**

Except as otherwise provided in this Agreement a leave of absence without compensation for an increment of up to one year may be taken by persons who have at least five (5) years of continuous employment with the Medfield School System. Such leave of absence shall be granted only with the consent of the Employer and with the approval of the Director of Finance and Operations and/or the Superintendent of Schools. Requests for such leaves must be in writing and submitted two (2) months in advance of the effective date of the requested leave, except in an emergency situation.

**ARTICLE XIV: SICK LEAVE**

- A.** Each full-time employee shall be credited with sick leave at the rate of one and one-fourth (1 1/4) days for each month of service. Sick leave credit will begin the first working day of the month in which the employee is employed. Sick leave shall be accumulated to a maximum of 250 days for the purpose of sick leave. That employee shall retain any accumulation, which a present employee has at the effective day of this Agreement.
- B.** All employees will be notified regarding the number of accumulated sick days they have earned prior to September 15<sup>th</sup> of each work year.
- C.** Employees shall be required to call in due to illness at the earliest possible opportunity, but no later than one hour before their normal starting time if on the first shift; and no later than two (2) hours before normal starting time if on the second shift; such calls to be directed to the Director of Facilities, or designee, AND their direct supervisor. If the employee fails to make the proper notification, the Employee may be disciplined.
- D.** Sick leave shall be granted for sickness or injury for personal or IMMEDIATE family illness.
- E.** Sick leave deductions will be made from the accumulation of payment, which has been made to the individual during his/her absence. Otherwise, no deduction will be made from the individual's accumulation. A medical examination upon request will be required at the discretion of the Director of Finance and Operations; (1) after being absent for five (5) consecutive days; (2) after five (5) separate absences in a twelve (12) month period; and/ or (3) after five (5) consecutive school days of absence a certificate from a medical doctor stating the nature of the illness is at the discretion of the Director of Finance and Operations, provided such discretion is not unreasonable if such a certificate cannot be obtained.
- F.** An employee may be directed to obtain a physician's clearance to return to work after being absent for five or more days. Said written clearance shall be submitted to the Director of Finance and Operations. The Employer may require the certificate be submitted by a physician appointed by the School Committee; in such instance the Employer shall pay for said examination. It is understood that the requirement to provide such a doctor's certificate will not be made in an arbitrary or capricious manner.
- G.** Injury, illness, or disability which is self-imposed, or which results from the improper use of drugs or alcohol shall not be considered a proper claim for sick leave. However, sick leave benefits can be used for participation in a program at a recognized drug or alcohol rehabilitation facility.
- H.** Employees must request a sick leave for non-work related injury, at the earliest possible opportunity. Sick leave must be authorized by the Director of Finance and Operations and/or Superintendent of Schools, and must be reported on forms provided for the same to the Central Office upon return to work.
- I.** In the case of absence due to an industrial accident, the Employer agrees to make up the difference

between the regular wages and the amount received from Workman's Compensation. Employees who are on Workmen's Compensation are charged the difference between their compensation and their regular weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workmen's Compensation Act, it is agreed, pending resolution of said question, that the employee may draw Sick Leave benefits.

### **J. Definition of Long-Term Illness**

Notwithstanding the requirement for a medical examination as stated in Article XIV, Section E: If an employee is absent for ten (10) consecutive workdays due to illness and is expected to be absent for a longer period of time, the employee will be required to obtain a written doctor's note indicating his/her inability to return with the appropriate reason.

In the event that an employee is out with a long term illness in excess of six (6) months, they will no longer accrue additional sick leave (after six months), they will receive their vacation prorated for sick leave taken (in excess of six months) and they will no longer be eligible for holiday pay (they may use accrued sick days to be paid for holidays). Employees on Workman's Compensation are excluded from the provisions of this paragraph.

The School Department through the Director of Finance and Operations will hire a temporary employee to cover the shift of the individual who is to be absent. If the permanent employee does not return, the position will be posted. The temporary employee could be hired for the posted position, or any other opening, which occurs due to the circumstance, but must apply for such position. If the temporary employee is hired, then he/she will be considered a regular employee with all rights and benefits as defined in this Agreement after the probationary period has concluded.

### **K. Sick Leave BuyBack**

Employees covered by this Agreement who have completed a specified number of consecutive years of service in the Medfield Public School System shall be entitled upon retirement or in the event of death, to compensation in a lump sum according to the following formula:

1. After ten (10) and less than fifteen (15) years: fifteen percent (15%) of the then unused accumulated sick leave, not to exceed 200 days, computed at the employee's current rate of pay; the total of which will not exceed the cap of \$7,000.
2. After fifteen (15) years: thirty three and one-third percent (33 1/3%) of the then unused accumulated sick leave, not to exceed 200 days, computed at the employee's current rate of pay; the total of which will not exceed the cap of \$7,000.
3. After twenty (20) years: fifty (50%) of the then unused accumulated sick leave, not to exceed 200 days, computed at the employees' current rate of pay; the total of which will not exceed the cap of \$7,000.
4. In case of retirement, notice of said retirement shall be given prior to December 1st of the school year immediately preceding the school year of retirement.

### **L. Sick Bank**

In the event, the need arises, the Union may establish a Sick Bank for members to draw against in case of an extended illness, or accident, which has depleted a member's accumulated sick leave days. Participation in this Sick Bank is on a voluntary basis.

1. To establish this Sick Bank, each member of the bargaining unit who wishes to participate will be required to contribute one (1) day.
2. In the event the Sick Bank is depleted, members will be requested to donate an additional day. In case of an extended illness or accident, this process will be repeated. Members will not be requested to donate more than three (3) days in a year. However, members do have the option to donate more than three (3) days per year, if they so desire.
3. A member may withdraw no more than thirty (30) days per year from the Sick Bank. A member must donate three (3) days the year before.
4. A committee of three (3) members of the Union and 2 administrators one of whom is the Director of Finance and Operations will administer the Sick Bank. Guidelines will be subject to the approval of a majority.

#### **M. Dismissal**

If an employee is using sick leave on a given day and is found to be involved in the employment of another organization within their scheduled shift, the individual shall be subject to dismissal.

### **ARTICLE XV: FUNERAL AND BEREAVEMENT LEAVE**

**A.** Physical presence at the wake and funeral services are conditions to the following leaves, Section B and C. In the event, there is no wake or funeral service, one day of mourning will be allowed.

**B.** In the event of death in the immediate family of an employee, the employee will be granted leave with pay in the amount of four (4) days following the date of death excluding weekends and holidays and such leave shall not be charged to Sick Leave or Vacation Leave. Immediate family shall be defined as parents, spouse, child, brother, sister, and parent of spouse. If an employee has reported to work and is notified of a death, that shall not count as a day of leave.

**C.** Employees will be granted up to three (3) days following date of death at any one time exclusive of weekends and holidays, in the event of a death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, unless such relative is a member of the immediate household in which event the employee will be entitled to the aforesaid four (4) days.

**D.** Employees may be granted one (1) day for non-family at the discretion of the Superintendent of Schools.

### **ARTICLE XVI: PERSONAL LEAVE**

**A.** A full-time employee may be allowed a total of three (3) days absence each fiscal year without loss of pay for reasons approved by the Director of Facilities or designee, the Director of Finance and Operations, and the Superintendent of Schools.

Reasons for a personal leave day will be for:

1. Legal matters.
2. Family related matter (illness of a family member, son/daughter graduation, moving a child on the first day of college, etc.)
3. Death of a family member not included in Funeral and Bereavement Article, or a close friend.

4. One day with no reason stated

Other reasons which may not be inclusive in the above shall not be unreasonably withheld.

**B.** Application for personal leave for an employee must be made at least forty-eight (48) hours before taking such leave, except in the case of emergency.

**C.** The benefits of this paragraph shall not be utilized so as to extend a holiday, or vacation period.

**D.** Unless a person has been absent from work for personal illness or because of death in the family, he/she shall not be granted a personal day unless he/she was physically present at work on the previous working day.

**E.** Unused personal days shall be transferred to sick days each year.

**ARTICLE XVII: MILITARY LEAVE**

**A.** A military leave of absence without compensation shall be granted to any employee called to extended active duty with the United States Armed Forces or as a member of the Massachusetts National Guard.

**B.** United States Military Service incurred by an employee after the onset of employment shall be credited as time served within the bargaining unit up to a maximum of two (2) years provided that he applies for reinstatement with the Employer within sixty (60) days of discharge or release to inactive duty.

**C.** An employee who is a member of the Armed Forces Reserve Corps or the Massachusetts National Guard will be granted under Section 59 of Chapter 33 of the General Laws of Massachusetts a leave of absence, one (1) week with pay, one (1) week without pay for the annual tour of duty provided this does not exceed seventeen (17) calendar days per year.

**ARTICLE XVIII: CLASSIFICATION PLAN AND PAY RATES**

**A. Seniority List:** The Seniority list will be kept in the Business Office.

**B. Salary Schedule (7/1/21- 6/30/24)**

Effective July 1, 2021 through June 30, 2024 the following salary increases shall be in effect:

- July 1, 2021-2%
- July 1, 2022-2%
- July 1, 20123-2%

\*Add Step 7 to the second year of contract

Step 6 only applies to employees with ten (10) years of continuous service or more; and will now be a full step increase for these employees. Step 7 can not be reached until a 11th year of continuous service has been met.

**CUSTODIAL CONTRACT SALARY SCHEDULE**

**July 1, 2021 June 30, 2024**

STEP	2% Increase 7/1/2021-6/30/2022		2% Increase 7/1/2022-6/30/2023		2% Increase 7/1/2023-6/30/2024	
	Maintenance Head Custodian	Custodian	Maintenance Head Custodian	Custodian	Maintenance Head Custodian	Custodian
Step 1	45,301	43,006	46,162	43,867	47,039	44,744
Step 2	46,829	44,534	47,719	45,424	48,628	46,333
Step 3	48,344	46,049	49,265	46,970	50,205	47,910
Step 4	49,859	47,564	50,810	48,515	51,780	49,485
Step 5	51,373	49,078	52,763	50,060	53,764	51,061
Step 6	52,796	50,501	54,214	51,511	55,244	52,541
*Step 7			55,694	52,962	56,725	54,022

## ARTICLE XIX: ADDED PAY PROVISIONS

**A.** The performance of the Head Custodians will be judged on their ability to: a) supervise custodial employees assigned to the building; b) submit required reports; c) maintain proper records such as overtime rotation, inventory of supplies, and equipment within the building; and d) establish specific work schedules for each assigned custodian which reflects the necessary tasks to maintain the proper physical appearance and general operating conditions of the building. The Head Custodian will work closely with the Director of Facilities or designee and the building principal to identify major areas of custodial responsibilities and list specific jobs to be performed by each custodian which may not be in the normal day-to-day assignment of the custodian. The performance of the Maintenance personnel will be judged on their ability to a) complete work orders in a timely and efficient manner; b) submit required reports; 3) maintain proper records such as inventory of supplies and equipment; and d) take care of equipment normally under their jurisdiction.

**B.** The increments established by the Employer shall be an integral part of the wage scale and shall be accrued annually upon satisfactory performance except that annual increments may be withheld by the Employer for unsatisfactory work performance if written notice of such action is given to the employee involved sixty (60) days prior to the date set for the granting of increments in the contract.

1. The determination of what constitutes unsatisfactory work performance is reserved to the discretion of the Employer. This discretion shall not be unreasonably exercised.
2. For employees employed between:
  - a. July 1 and December 30, a salary increment, where granted, shall be paid the following July.
  - b. January 1 and June 30, a salary increment, where granted, shall be paid the July following the year of appointment.

**C. Shift Differential:** All custodial employees working on the second shift shall be paid a differential of \$1.50 per hour in addition to their regular rate. This premium shall be paid for jury pay, sick leave and funeral leave when regular school is in session. For the purpose of this article, regular school shall be interpreted as the 180-day school year.

**D. Jury Duty Pay:** The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

**E. Travel Allowance:** A travel allowance at the IRS rate shall be paid to an employee when it is necessary for him/her in the course of employment, to use his/her automobile. Such reimbursement shall not be paid from the employee's last stop to home.

**F. Longevity:** Employees shall receive an annual longevity payment of \$150.00 after five (5) years of continuous employment plus \$100.00 per year for each additional year of service.

**G. Uniform Allowance:** Employees shall receive an annual clothing allowance of \$500 to be paid \$250 in September and \$250 in January. Employees will receive shirts and/or sweatshirts each year. Employees will wear these issued shirts while working during the school year.

**H. Absence without Pay:** In the event, an employee is absent from work without pay, the reduction of his/her pay will be one-fifth (1/5) of his/her weekly pay for each day missed.

## **ARTICLE XX: GENERAL CONDITIONS OF EMPLOYMENT**

### **A. Job Posting and Bidding**

1. When a position covered by this Agreement becomes vacant, such notice of vacancy shall be posted in a conspicuous place listing the pay, shift, hours, duties, and qualifications. It is understood that the posting of such notice shall be sufficient notification and that there is no requirement that the Employer provide members with individual copies of such notice. This notice of vacancy shall remain posted for five (5) days. Employees interested shall apply in writing to the Director of Finance and Operations and Director of Facilities within the five (5) day period.
2. Appointments to such positions shall be made on the basis of qualifications and seniority. Unless the Director of Finance and Operations determines that qualifications are significantly different, seniority shall govern. This position shall be awarded within fifteen (15) working days of the close of posting.

### **B. Line of Authority**

1. In the performance of their duties each employee shall be under the direct supervision of the Director of Facilities or designee and custodial staff shall also be under the direct supervision of the Building Principal. All employees shall be subject to the general supervision of the Superintendent of Schools or his designee on behalf of the Employer.
2. The successful applicant shall be given a ninety-(90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.
3. When an employee is temporarily assigned at the request of the Director of Facilities or designee and/ or the Director of Finance and Operations, but not promoted to high classes of work, he/she shall receive his/her regular rate of pay. However, if such transfer is for a period in excess of ten (10) consecutive working days, he/she shall receive the rate of the new position for his/her present step but in no event shall he/she receive less than his present rate.
4. When an employee is reclassified permanently, salary adjustments shall be effective immediately when an employee is demoted or reclassified to a lower position, he/she shall be re-rated immediately for salary purposes. An employee demoted to a position which he/she previously had held would be placed at a salary step at least equivalent to the step he/she held at the time of demotion or reclassification. Final decision on demotion of any employee is reserved to the reasonable judgment of the Employer.
5. Final decision on appointments and reclassification will be at the discretion of the Director of Finance and Operations. The exercise of this discretion will not be unreasonable.
6. If an employee is promoted to a higher position, he/she shall retain his/her present step on the new salary schedule.

### **C. Subcontracted Work**

The Employer agrees to discuss with the Union, prior to a decision to subcontract a task, which pertains to the improvement of the physical appearance or general conditions of the building.

Areas outside of the normal performance of custodian/maintenance do not fall within the meaning of this section.

### **D. Seniority**

1. Seniority standing shall be granted to all employees except those in the temporary or seasonal status. Seniority means length of continuous employment in any position covered by this Agreement. An employee shall not acquire seniority during the probationary period, which shall be the first six (6) months after his/her appointment.
2. After completion of six- (6) months' probation, seniority reverts to the first day of consecutive employment. The employer without the same causing breach of this Agreement or constituting a grievance may discharge such probationary employees during their probationary period.
3. The principle of seniority shall govern and control in the case of increase, or decrease, of the working force. Seniority shall mean the length of continuous service in the employment of the Medfield Public Schools. In case of a decrease of the workforce, the least senior employee and the job title affected by layoff shall be laid off first. Such senior employee due to be laid off shall have the right to bump other employees in the same class with less seniority. It is understood that for the purpose of this section, there are two classes of employees: "custodial" and maintenance." Laid off employees shall have recall rights for three (3) years. Most senior employees laid off shall be recalled first.

In the case of a break (in service due to layoff, the employee, once recalled to work, upon completion of twice the amount of service as in the break (in service, shall gain continuous service status retroactive to the beginning of the break in service.

4. Except as otherwise provided in this Agreement, the principle of seniority shall govern and control in all cases within the bargaining unit as well as transfer preference and assignment to shift work.

### **E. Termination of Employment**

Two (2)-Week Notice Requirement: Employees shall give a minimum of two (2)-weeks' notice before their final working day. Vacation time cannot be included in this two (2)-week period. Employees are encouraged to complete the entire school year. Whenever possible, notice of planned retirement or resignation shall be given prior to the end of the previous school year.

### **F. Safety Committee**

1. A standing Safety Committee of three (3) unit members chosen by the Union will meet and bring to the attention of the Director of Facilities or designee and Director of Finance and Operations any unsafe condition relating to equipment or procedures. The Director of Facilities or designee will give prompt attention to such a report.
2. The Safety Committee shall meet at least twice a year and said committee shall submit a written yearly report which shall be forwarded to the Director of Finance and Operations, bringing to

his/her attention any condition or situation existing within the Medfield Public School System that falls within the realm of the Safety Committee.

3. **Quality Assurance/Safety Committee will meet and bring to the attention of the Director of Finance and Operations any unsafe condition relating to equipment and procedures. The Director of Facilities or designee will give prompt attention to such a report.**

#### **G. Other Duties as Assigned**

All employees shall perform any duty assigned to them by their superiors provided it is not hazardous or dangerous to their person.

### **ARTICLE XXI: EVALUATIONS/PERSONNEL RECORDS**

**A.** The job performance of all employees shall be formally evaluated once per year. All monitoring and observation will be conducted in person with full knowledge of the custodian/maintenance person. Each employee will be given a copy of any evaluation report prepared and will have the opportunity to discuss the evaluation.

**B.** School level administrators shall be given the opportunity to provide input into evaluations. All information provided by principals and/or assistant principals will be so identified by the administrator to the employee.

**C.** Observation and formal evaluation will be conducted by the Director of Facilities or designee and building principal, where appropriate. The Director of Finance and Operations will review each evaluation prior to its being finalized and discussed with the employee.

**D.** In the performance of his/her duties, each night custodian shall be under the direct supervision of the head custodian and principal of his/her building. Each head custodian shall be responsible to the principal of the building. In addition, custodians shall be subject to indirect supervision by the Director of Finance and Operations and through him/her, by the Director of Facilities or designee.

#### **E. Personnel Files**

1. Custodians will have the right with or without their Union representatives upon written request to review the contents of their personnel files.
2. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material. The employee by affixing his/her signature to the copy to be filed understands that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Director of Finance and Operations, and shall be made part of his/her personnel file.
3. Any written complaints regarding an employee will be promptly called to the attention of the employee.

**F.** No employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any benefits without just cause.

#### **G. Training**

1. The Director of Facilities or designee will provide adequate training that is directly related to the

improved performance of the employee.

2. The Director of Facilities or designee, in conjunction with the Director of Finance and Operations, will present a training program to the Union. This plan will include, but not be limited to, the training of new/transferred personnel to a new job assignment, the improvement of work techniques such as waxing floors, etc. The proposed plan will be submitted to the Union on or before December 1 and implemented thereafter.
3. The Director of Facilities or designee will meet on a monthly basis with each head custodian to identify working conditions, which interfere with the performance of employees. Corrective action will be identified and implemented within a reasonable time period after the monthly meeting. Employees covered by this Agreement will not be asked to perform any job-related task on their personal time at home.

#### **H. Poor Evaluations**

In the event that an employee receives an unsatisfactory evaluation, the employee shall be provided a performance improvement plan which shall be reviewed with the employee. This plan shall be in place for six (6) months, during which period the employee and his/her supervisor shall meet monthly to review the employee's performance. At the conclusion of the six (6) month period, the employee shall receive a follow-up performance evaluation.

Should this subsequent evaluation also result in an improved rating, the evaluation will be adjusted to reflect the improvement and will be attached to the annual evaluation and maintained in the employee's personnel file.

In the event that this subsequent review results in an unsatisfactory evaluation, a disciplinary hearing will be held to determine what action shall be taken. It is understood that the imposition of discipline may be subject to the grievance and arbitration procedure as outlined in Article VI of this Agreement.

### **ARTICLE XXII: MISCELLANEOUS PROVISIONS**

**A.** Bulletin board announcements shall be posted in conspicuous places in each school building, such location to be by mutual agreement. Parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such a bulletin board.

**B.** No employee covered by this Agreement shall be required to transport children in his/her own vehicle or pick up, deliver, take home, or deposit money belonging to the Medfield School Department.

**C.** Nothing in this Agreement shall be interpreted to exclude the use of part-time custodial assistants from May 1 through August 31, where such usage is "assistance" and not "replacement".

### **ARTICLE XXIII: TERMS OF AGREEMENT**

**A.** This Agreement will remain in effect from the effective date of July 1, 2021 through June 30, 2024. At the end of this period, either party may terminate this Agreement, provided such termination is transmitted through registered United States Mails to the responsible signatures to this Agreement. In no case may a termination notice be sent less than sixty (60) days to the termination date herein agreed.

1. **Renewal:** Should neither party to this Agreement send a notice of termination as described in Section 1, this Agreement will be considered to have been automatically renewed for another twelve(12) months.
2. **Changes:** Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement commencing July 1, 2021, it is agreed that notice of the changes are to be expressed in writing and shall be mailed to the authorized. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the article shall preclude the Union or School Committee from modifying any previous proposals during the course of negotiation.
3. Both parties agree to be bound by the terms and conditions of this Agreement during the period between the date of expiration of the existing contract and the date of execution of a new Agreement.
4. **Waiver:** The Union and the Employer agree that each has a right to bargain for any provision that they wished in this contract and each expressly waived the right to reopen the contract for any further demands or proposals that could have been made prior to the agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

**B.** It is agreed by both the Employer and the Union that there was no deliberate attempt to omit any section which appeared in the previous joint contract existing between the custodian/maintenance personnel and the School Committee, prior to July 1, 2021. If an error or omission occurred, the Employer and the Union will work on the necessary corrective action without the need for formal negotiations. This clause terminates when both parties sign the individual Agreements for the new three- (3) year contracts covered by Local #3901.

**THIS AGREEMENT ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

**THE EMPLOYER:**

\_\_\_\_\_  
**Chairperson, Medfield School Committee** **Date**

**CUSTODIAN/MAINTENANCE:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**FOR THE A.F.S.C.M.E., AFL-CIO:**

\_\_\_\_\_  
**Western Regional Coordinator** **Date**

\_\_\_\_\_  
**Staff Representative** **Date**