

**AGREEMENT BETWEEN
THE
TEWKSBURY SCHOOL COMMITTEE
AND
AFSCME COUNCIL 93, LOCAL 1703
(SCHOOL CUSTODIANS & MAINTENANCE)**

JULY 1, 2015 – JUNE 30, 2018

ARTICLE I

INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Union, to provide for the operation of our school buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the Town of Tewksbury under the conditions which will insure economy of operation, quality and quantity of performance, cleanliness of the buildings, and protection of the property.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the facilities; to set forth the agreement of the parties with respect to rates of pay, hours of work and condition of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system in the Town of Tewksbury. In seeking to achieve these goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE II

RECOGNITION

SECTION 1. Subject to any applicable provisions of State or Federal law or regulations now or hereinafter effect, the Committee recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours, and terms and conditions of employment for all full-time certified employees, as defined by the Massachusetts Labor Relations Commission in Case numbers MCR-407 and CAS-2237 in the classification of:

1. Senior Building Custodians
2. Building Custodians, including permanent probationary custodians
3. Maintenance Personnel

But excluding:

1. Working Maintenance Foreman
2. Temporary Intermittent, Substitute or Emergency Custodians
3. Part-time Custodians
4. All other employees of the Tewksbury School System.

SECTION 2. The Committee will not aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining or make any agreement with any such groups for the purpose of undermining the Union or changing any condition contained in this agreement.

SECTION 3. This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of the Agreement only.

No prior agreements or understandings, oral or written, shall be controlling or in any way effect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Union any modifications or additions to this agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized representative.

All rules and regulations of the Committee dealing with the custodial staffs which are not in direct conflict with the specific provisions of this Agreement are incorporated herein by reference. Copies of rules and subsequent amendments thereto will be provided to the Union when printed.

ARTICLE III **NO DISCRIMINATION**

SECTION 1. There shall be no discrimination by foremen or superintendents or interference, restraint, or coercion by the Committee, or the Union, or their respective agents, against any employee because of membership or non-membership in the Union.

SECTION 2. The Union agrees to represent all employees covered in this unit without regard to membership or participation in, or association with the activities of the Union, or any other employee organization, and to continue to admit said persons to membership without qualification, other than the payment of periodic dues or initiation fees regularly required by the Union. There shall be no discrimination by either party against any employee because of race, creed, color, sex or age.

ARTICLE IV **DUES DEDUCTION**

This Committee agrees that, in accordance with the provisions of Chapter 180, Section 17A, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization.

The monthly dues shall be deducted from the bi-weekly payroll that does not contain the Blue Cross-Blue Shield deduction, once a month in order that only twelve (12) monthly deductions shall be made during a calendar year.

The amount so deducted shall be on the 2nd payroll date of the month and will be remitted in accordance with such authorization, provided that the Committee shall be under no obligation to

make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the Committee may cease making such deduction on behalf of the employee upon the expiration of sixty (60) calendar days following receipt by the Superintendent of Schools of a revocation of authorization from the employee.

ARTICLE V **DUES AUTHORIZATION**

Union dues shall be deducted monthly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of Union dues.

Remittance of the aggregate amount of dues deducted shall be made to the Treasurer of Local 1703.

The Committee will incur no liability for loss of dues monies after depositing same properly addressed as directed to the Union in the United States mail.

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

All employees hired by the Tewksbury School Committee and who are covered by the provisions of this collective bargaining agreement, shall pay an agency fee equal to Union dues which shall be commensurate with the cost of negotiating and administering the collective bargaining agreement.

ARTICLE VI **RIGHTS OF THE COMMITTEE**

SECTION 1. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Tewksbury in the Committee for the quality of education in, and the efficient and economical operation of the Tewksbury School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law in managing the School Department and directing the working force and may exercise the same at its discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to classify, promote, demote, transfer, permanently or temporarily, to determine hours for the number of employees required at any location; to determine the qualifications and competence of, to evaluate the performance of, to assign any added, lessened or differed work or responsibility to, to set standards and requirements applicable to and make determinations of the

steps and eligibility for any in-step wage increases for, to make any pay deduction because of absence, or failure to perform work; by, any employee covered by this Agreement; and to introduce new or to change existing operating methods.

The Superintendent or his/her designee may request a Bargaining Unit Member to undergo a physical examination by a neutral third party physician at the School Districts expense. This examination will be used to determine if the member is physically able to fulfill the essential functions of his/her job description but only after all other reasonable accommodations have been exhausted.

Prior to requiring an employee to undergo a third party physical examination, the Superintendent or his/her designee shall provide, in writing to the employee and the Union, documented evidence of the employees inability to perform any essential function of their position description.

The Superintendent or his/her designee shall also provide, in writing to the employee and the Union, a list of the reasonable accommodations provided prior to seeking a third party physical examination, if applicable.

Once all written documentation has been provided by the School Department as outlined above, the Superintendent or his/her designee shall meet with the employee and the Union if requested to do so prior to the scheduling of any third party physical examination. The employee has two (2) work days after receiving written notice from the School Department to request a meeting with the Superintendent or his/her designee. If the employee chooses not to schedule a meeting within the timeframe, the School Department reserves the right to schedule a third party physical examination, at their expenses, without further delay.

The above rights are reserved exclusively and solely as prerogatives of the Committee subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE VII

GRIEVANCES INVOLVING CIVIL SERVICE

The Union, in recognition of the Committee's having affirmed its belief in compliance with State law insofar as it defines the rights, duties and obligations of a municipality under the General Laws, under the Rules, Regulations and procedures of the Civil Service Commission (Massachusetts General Laws, Chapter 31) relative to the employee's seniority, promotion, reassignment, discharges, reduction in rank, removals and suspensions hereby agrees that such matters will be resolved exclusively through civil service or through the grievance and arbitration provision of this Agreement. The employee can only proceed in one forum, which shall be his exclusive remedy. The individual and the Union specifically agree to seek any redress and remedy through the elected procedures of civil service or arbitration and such election shall be the exclusive remedy for resolving said matter.

ARTICLE VIII
UNION ACTIVITY ON SCHOOL PROPERTY

SECTION 1. Except to the extent expressly permitted in Article VIII (Grievances) or except as expressly approved by the Superintendent of Schools, no member of the Union shall conduct Union business on school property.

SECTION 2. The Committee will designate a space in which the Union may erect a bulletin board. The purpose of the board will be for posting of notices by the Committee of the Union. No notice shall be posted thereon unless it has been signed by a duly authorized representative of the Committee or an authorized representative of the Union after it has been first submitted to the administration.

The content of such notices shall be limited to announcements of recreational or social events, announcements of elections, appointments, results of elections, announcements of meetings, posting of openings. No notice shall contain material of a controversial or offensive nature.

SECTION 3. Union representatives. A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

SECTION 4. Access to the Premises. The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees AFL-CIO and/or State Council 93 or Local 1703, to enter the premises at any time for individual discussion of working conditions of the employees, provided care is exercised by such representatives that they do not interfere with the duties assigned to the employees, and further provided that they sign the visitors' register at the principal's office.

SECTION 5. Attendance at Conferences. One Union representative may attend meetings or conferences of state and national bodies without loss of pay, not to exceed more than two such meetings or conferences in one contract year.

SECTION 6. Personnel Files. Any employee covered by this agreement may request and have access to their personnel files.

ARTICLE IX
GRIEVANCE PROCEDURE

SECTION 1. For the purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Union and/or any custodian involving only an alleged specific and direct violation of express language of a specific provision of this agreement.

SECTION 2. A grievance must be presented within five school days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limit, and conditions set forth in this Article:

1. The custodian, with a steward or representative if he so desires, shall take up the grievance or dispute in writing to the Maintenance Foreman within five school days of the occurrence giving rise to the grievance. The Maintenance Foreman shall attempt to adjust the matter and shall respond in writing within five school days. If the grievance is not satisfactorily settled at this step;
2. It may be presented in writing to the Business Manager within five school days after the Maintenance Foreman's response is due. If the Business Manager determines that a meeting is called for, he shall decide whether the discussion shall take place during working hours or not. The Business Manager shall attempt to settle the dispute and shall respond in writing within five school days. If the matter is not satisfactorily settled at this step it may be;
3. It may be appealed in writing within five working days, after receipt of the Business Manager's reply, to the School Committee. The Committee or its designated representative and custodian, and if the custodian so elects, counsel and/or an authorized representative of the Union, shall meet to discuss the grievance as promptly as possible, normally within 14 days, at a time designated by the Chairperson of the School Committee.

If any person or persons are to represent or appear with the custodian at this meeting, the School Committee will be informed in writing prior to three working days before the meeting of the names and titles of such persons. The School Committee or its designated representatives shall elect whether this discussion shall take place during working hours or not. The School Committee will give its written answer to the grievance within ten days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may;

4. Be appealed to arbitration by written notice of such intention to appeal within thirty school days after the receipt of the written answer under Step 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article IX.

SECTION 3. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

At Step 2 and each step thereafter, the Union will be notified of all meetings and have a right to be present and heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provision of this Agreement.

SECTION 4. No reprisals of any kind will be taken by the Committee or any member of the Administration against any party in interest or any participant in the grievance procedure by reason of such participation.

SECTION 5. The Union recognizes the authority and responsibility of agents of the municipal employees to reprimand or discipline any employee for delinquency of performance.

SECTION 6. No custodian will be disciplined, reprimanded, reduced in rank, or compensation, or deprived of any wage increase or increment without just cause. As noted in the foregoing Article VI, any complaint relative to an employee's seniority, promotion, reassignment, discharges, reduction in rank, removal or suspension shall be resolved exclusively through civil service or through the grievance and arbitration provision of this Agreement.

Therefore, except as provided in Article VI, the parties agree that nothing in this Agreement is intended to add to or detract from their rights and remedies provided by any Civil Service Law

ARTICLE X **ARBITRATION**

SECTION 1. In the event either party elects to submit a grievance to arbitration, the parties shall select an impartial arbitrator who is a member of the Massachusetts bar.

If they fail to agree upon an impartial arbitrator, they may use the American Arbitration Association.

SECTION 2. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitration shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection.

In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and the arbitrator.

SECTION 3. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only the interpretation and application of an alleged specific and direct violation of the express language of specific provision of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

SECTION 4. Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby.

SECTION 5. The parties may by mutual agreement submit more than one pending grievance to the same Arbitrator.

SECTION 6. In the case of arbitration involving disciplinary actions of persons not covered by Civil Service, the arbitrator's decision shall be final and binding.

ARTICLE XI **SENIORITY**

SECTION 1. All new bargaining unit members shall be placed on probation for a period of six (6) months. During a bargaining unit member's probationary period, the terms of the Agreement, except as to hours of labor and rates of pay, shall not apply, and the bargaining unit member shall have no seniority rights or other tenure. If remaining in the employ of the Committee after six (6) months, a new bargaining unit member's seniority shall be computed from the date of his/her hiring. Every twelve (12) months the School Committee shall supply the Union with a seniority list.

If qualifications are approximately equal, and work performance and dependability shall be considered as a qualification, preference shall be given according to seniority in all cases of temporary promotion within the bargaining unit. The same provision would apply to promotion, transfer, choice of vacation, and assignment to work shift.

SECTION 2. Lay-off and recall shall be by seniority for non-permanent Civil Service Employees. Any employee to be laid off shall be given thirty (30) calendar days' notice. Thirty (30) calendar days' notice shall also be given to the Union. Laid off employees shall retain recall rights for two (2) years. Should a vacancy occur, employees with recall rights shall be awarded said vacancy provided they are qualified.

If a laid off employee refuses two (2) jobs at their previous rate of pay, he/she shall lose all recall rights.

SECTION 3. When a position covered by this agreement becomes vacant, such vacancy shall be posted within twenty (20) days of the vacancy in a conspicuous place listing the pay, duties, school location, hours of work and work year. A maintenance posting shall also include qualifications. This notice of vacancy shall remain posted for ten days. Employees interested shall apply in writing within the ten-day period. The position shall be awarded within thirty days after the date by which the application must be submitted.

SECTION 4. The School Committee upon execution of this agreement agrees to call for a Senior Custodian examination.

SECTION 5. For any day in which a maintenance employee is on call and carrying a telephone while acting on behalf of the maintenance foreman but not receiving the foreman's stipend, the employee shall receive one payment of \$25.00 per day for coverage of the second and third shifts

and \$50.00 for a full day of stand-by duty on a Saturday, Sunday or a holiday preceding or following a weekend.

ARTICLE XII **HOURS OF WORK – OVERTIME**

SECTION 1. This Article is intended to provide the basis for the calculation of overtime pay and shall not be construed as limiting or determining the nature of the shift arrangements or the day or hour on which any particular custodian shall begin or end, or as a restriction on the Committee's right to require work in excess of any specified periods.

SECTION 2. The workweek shall begin on Sunday at 12:00 A.M. and continue for seven consecutive days. The normal workday is eight hours per day. The regular hours for each day shall be consecutive, except for interruptions for lunch periods. The normal workweek is 40 hours per week, Monday through Friday, with two days off, Saturday and Sunday. Time actually worked in excess of 40 hours per week or on Saturday or Sunday shall be considered as overtime and shall be paid at the rate of time and one-half.

SECTION 3. It is recognized that during the school year, work schedules must be established and altered by the Maintenance Foreman to serve the best interests of the students, with due consideration being given to such items as whether the school is heated by oil, gas, electricity or coal, and whether the students are on a "in-school lunch" program or not.

When practical, employees covered by this Agreement will be granted a one-hour duty free lunch period without pay which will be scheduled by the senior custodian or a junior custodian working in a one custodian school, in the building between the ending of the fourth and the beginning of the seventh hour after the starting time of the employees concerned. Any deviation from this Section of the Article may be mutually agreed to in writing by the parties involved.

When the Administration determines the senior custodian is not to schedule such a lunch hour, the custodian will be entitled to a 20 minute meal period as part of his regular eight-hour day, without deduction in pay, at a time scheduled by the senior building custodian or administration.

SECTION 4. The normal hours for the afternoon shift will be between 3:00 p.m. and 11:00 p.m. with a 20-minute paid supper period, to be scheduled by the senior building custodian.

SECTION 5. During summer school vacation periods, the normal working hours for all custodians will be from 6:00am to 2:30pm, with one half hour unpaid lunch period. During the school year vacation periods, the normal working hours for all custodians will be from 7:00am to 4:00pm, with one hour unpaid lunch period.

SECTION 6. No custodial personnel shall leave the school premises during working hours without the express permission of the Principal, or in his absence, the Maintenance Foreman.

In cases where school is canceled due to adverse weather conditions, all custodians shall report to work for the day shift.

SECTION 7. Each custodian will be granted one 15-minute rest period per workday to be taken at times to be determined by the senior building custodian.

Clean-Up Time: Employees shall be granted a reasonable 5-minute personal clean-up period prior to the end of each work shift.

Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make the required facilities available.

SECTION 8. Subject to the express provisions dealing with building checks and flag displays, any employee called back to work on the same day after having completed his assigned work and left his place of employment shall be paid at the rate of time and one-half for all hours worked on such recall. He/she will be guaranteed a minimum of four hours work and/or pay at time and one-half provided that the reason for the recall was not the employee's own negligence.

SECTION 9. Custodial overtime shall be equally impartially distributed among full-time personnel in each school or maintenance personnel who ordinarily perform such related work in the normal course of their workweek. If such personnel are unavailable, overtime shall be offered on a rotation basis to all full-time employees in the system who are qualified to do the work.

This rotating overtime list shall contain all employees' names. Refusal to work shall be counted as time worked, for the purpose of overtime distribution. The list shall be posted and available to all employees. Overtime shall be scheduled by the Senior Custodian subject to the approval of the Maintenance Foreman. Maintenance overtime shall be scheduled by the Maintenance Foreman.

SECTION 10. Overtime work shall be considered voluntary except in case of emergency or school-sponsored functions. There shall be no discrimination against any employee who declines to work overtime.

It is mutually understood and agreed that in the event no employees of any school volunteer for such overtime, it will be the obligation of the senior custodian of the school in which the function is to occur to either cover the function himself or to appoint men directly responsible to him to cover said function.

For the purposes of this Section, it is also mutually understood and agreed that the term "school sponsored functions" will not be broadly construed so as to include community activities that are not directly related to the welfare of students or for their benefit, or activities in which substantial numbers of students, their parents or teachers do not participate.

Every effort will be made to give the senior custodian at least forty-eight (48) hours notice prior to the date on which the function is to occur. To this end, an annual notice will be given to all school personnel concerned requesting early planning and notification of school-sponsored functions.

SECTION 11. All authorized paid leave shall count as time worked for the purpose of calculating overtime. If an employee works on a Sunday or a holiday for a non-school function, he/she shall be paid double time.

SECTION 12. An employee who temporarily fills a higher paid position for one full day or more shall be compensated at the salary rate of the job he/she is filling in for. In the event that the employee covering for the higher paid position is not at the top step, they will be compensated for the higher paid position at their equivalent step on the salary scale.

SECTION 13. Longevity. Employees, who have completed ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous service, as of July 1st, with the Tewksbury Public Schools shall receive a longevity stipend added to their annual salary as follows:

11-15 years	\$ 750.00
16-20 years	\$1,000.00
21-25 years	\$1,250.00
26-30 years	\$1,500.00
31 plus years	\$1,750.00

ARTICLE XIII **HOLIDAYS**

SECTION 1. The following days shall be considered to be paid holidays, provided they fall within the regularly scheduled workweek:

January 1 st	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents Day	Veterans' Day
Good Friday	Thanksgiving
Patriots' Day	*Day after Thanksgiving
Memorial Day	*Last work day before Christmas
July 4 th	Christmas Day

*Holiday only if school is not in session.

SECTION 2. Should Christmas, New Year's Day, Veterans' Day or July 4th fall on a Saturday, the Holiday shall be celebrated on the preceding Friday. Should Christmas, New Year's Day, Veterans' Day or July 4th fall on a Sunday the holiday shall be celebrated on the following Monday. Should the Friday or Monday be a school day, the employee shall get a compensatory day.

SECTION 3. Any employee required to work on a holiday shall receive in addition to the regular holiday pay, an amount equal to time and one-half his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three hours work at the above rate.

SECTION 4. In order to be eligible for payment for such holiday, the employee must have worked his full regularly schedule shift on the workday immediately preceding the following such held holiday when applicable, unless he has previously requested and received permission to be absent on such day. Absence on one or both of these days shall not affect eligibility for holiday pay if such absence is proved to the satisfaction of the Committee to be due to illness. In the case of absence on both these days, the custodian shall submit a doctor's certificate as proof of illness.

SECTION 5. In the event a holiday falls on a scheduled workday during the employee's vacation period, he will receive an additional day off with pay to be mutually agreed upon.

ARTICLE XIV **VACATIONS**

SECTION 1. Any employee covered by this Agreement on the payroll as of July 1 of each year during the term of this Agreement, or any extension or renewal thereof shall receive a vacation with pay as follows:

- a. Maintenance and Custodial personnel on the payroll continuously for a period of six months but less than one year as of July 1st, shall be entitled to one week's vacation after six months or the prorated portion of two weeks based on length of employment.
- b. Employees who have been on the payroll continuously for a period of one year, but less than five years as of July 1st, shall be entitled to two weeks' vacation with pay.
- c. Employees who have been on the payroll continuously for a period of five years, but less than 10 years as of July 1st, shall be entitled to 3 weeks' vacation with pay.
- d. Employees who have been on the payroll continuously for a period of 10 years as of July 1st, will receive a vacation of four weeks with pay.
- e. Employees who have been on the payroll for a period exceeding 10 years of continuous service shall be entitled to earn one vacation day for every two additional years of continuous work, accumulating up to a maximum of five additional earned vacation days through the twentieth year of service.
- f. *This section only applies to employees who have been with the Tewksbury Public Schools for twenty (20) years or more prior to July 1, 2015.* Employees who have been on the payroll for a period exceeding twenty (20) years of continuous service as of July 1, 2015, shall be entitled to earn one vacation day for each two (2) additional years of continuous work, accumulating up to a maximum of five additional earned vacation days through the thirtieth (30th) year of service.

SECTION 2. The vacation period is from July 1 to June 30. Vacation dates between July 1 and Labor Day will be scheduled by the Maintenance Foreman in accordance with requests submitted to him in writing by May 1. During this period, no more than two weeks' vacation may be scheduled unless approved by the Superintendent of Schools.

Other vacation requests will be submitted in writing to the Maintenance Foreman two weeks prior to the first day of the expected vacation period. First consideration will be given to the length of service of the employees involved subject, however, to the need of the School Department, and not normally during regular school vacation periods.

SECTION 3. Vacation leave may not be accumulated from one vacation year to another, and salary shall not be paid in lieu of vacations except in cases of emergency and with prior approval of the Committee.

SECTION 4. Except in cases of discharge for dishonesty, any employee who is discharged or quits between July 1st of the contract year and his scheduled vacation day, shall receive the vacation pay due to him for that year.

Upon the death of an employee entitled to a vacation allowance, vacation shall be paid to the person or persons to who his salary is payable.

SECTION 5. Any employee covered by this contract who has not used sick time during a six (6) month period, shall receive one (1) reward day off with pay, to be used within six (6) months of earning said day. The day off shall not be charged against employee's accrued sick or vacation leave balances.

ARTICLE XV **JURY DUTY**

SECTION 1. In the event that any employee covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the employee, including compensation for such jury service is less than his regular compensation for such jury service is less than his regular compensation for 40 hours, the Committee agrees to pay the employees the difference between his actual weekly earnings and what he would have earned if he had performed such number of hours worked for the Town.

SECTION 2. As a condition of receiving such payment, the employee agrees that if during jury service he is discharged for the day during regular working hours, he will report to the Maintenance Foreman for such work as may be assigned.

SECTION 3. If an employee on the 3:00 p.m. – 11:00 p.m. shift is scheduled for jury duty, arrangements will be made with the Maintenance Foreman to provide him with the opportunity to work, provided he is available for and capable of performing such duties.

ARTICLE XVI
PERSONAL LEAVE

Any employee covered by this contract may be granted up to two (2) days personal leave without loss of pay for personal matters upon the approval of the Business Manager. (With a copy going to the Maintenance Foreman). Such requests shall be made forty eight (48) hours in advance, except in emergency situations.

ARTICLE XVII
BEREAVEMENT LEAVE

In the event of the death in the immediate family (spouse, father, mother, sister, brother, child, grandparents, or grandparents of his/her spouse, father/mother-in-law) he/she will be granted leave with pay in the amount of four (4) days and such leave shall not be charged to sick leave or vacation leave. In the event of a death of an aunt, uncle, brother-in-law or sister-in-law, two (2) days funeral of leave will be granted and such leave will not be charged to sick leave or vacation leave.

Compensation due deceased employees shall be paid to the designated beneficiary, or if there is no designated beneficiary, then to the estate of the employee in accordance with G.L. C. 41, § 111(l).

In the event this is increased for other school personnel, the custodians shall be entitled to the same benefits.

ARTICLE XVIII
SICK LEAVE

SECTION 1. Each employee shall be credited with sick leave with pay at the rate of 1 ¼ days for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed, the first working day of that month. Any accumulation which present employees have at the effective date of this Agreement shall retain such accumulation.

SECTION 2. Employees absent because of industrial accident shall be entitled to collect any unused vacation credit in that year to sick leave.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family, if quarantine is invoked by the Board of Health.

Any full-time, permanent custodial or maintenance employee covered by this agreement who was hired prior to July 1, 2012, who has served the Tewksbury Public Schools with a minimum of fifteen years of continuous service and who is at least 55 years of age at the time of retirement, shall receive 40% of unused accumulated sick leave to be paid at the time of retirement at the employee's basic rate of pay. In addition, any full time permanent custodial or maintenance employee covered by this agreement who has served the Tewksbury Public Schools with a minimum of fifteen years of continuous service shall be entitled to 20% of unused accumulated

sick leave to be paid at the time of his leaving the employ of the Tewksbury School Department. Accumulated sick leave pay shall be paid in a lump sum to the spouse or beneficiary of any employee eligible for such leave whose services are terminated by death.

SECTION 3. After 5 days of consecutive absence, a doctor's certificate may be requested by the Maintenance Foreman or the Business Manager and must be presented after ten days of consecutive absence. Failure to comply with this policy could result in loss of pay.

SECTION 4. Sick Leave – Occupational. Each bargaining unit member who sustains injury or illness arising out of their employment by the Tewksbury Public Schools, and who as a result of filing the required injury reports, is deemed to qualify for Worker's Compensation Benefits by the Town's Insurance provider, shall be paid the difference between the weekly cash benefits to which he/she would be entitled by Law and his/her regular salary for a term not to exceed thirty (30) calendar days following the first documented day of his/her disability. During any period of injury or absence under the provisions of the Article which includes a period of sixty (60) days, any employee covered by this agreement shall not accrue any further sick leave, vacation, and/or holiday pay benefits until the employee returns to work and has worked his/her work schedule through the last day of the month in which he/she returned to work.

SECTION 5. Employees covered by this Agreement shall be provided an opportunity to join the Town of Tewksbury's Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits' care for employees and retired employees, and their eligible dependents, with the employees making the same contribution in said plan as all other town employees. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the Town and the insurance carrier. All contribution rates shall be set consistently with PEC defined contributions for the town.

SECTION 6. The Committee shall, between July 1 and September 1 of each year, furnish each employee with an up-to-date statement of sick leave as of June 30. The Union will seek to advise the Committee within thirty days of any errors in the sick leave statements.

XIX

SICK LEAVE BANK

SECTION 1. Any employee hired prior to July 1, 2012 will be eligible to participate in the sick leave bank. A sick leave bank was established for the purpose of protecting the employee against loss of income due to long term illness.

SECTION 2. The sick leave bank shall be administered by a committee of two members designated by the School Committee to serve at its discretion and two members designated by the Union.

SECTION 3. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extend of extended recovered time from illness.

SECTION 4. Membership in the Sick Leave Bank is voluntary unless notified prior to June 30. Each member of the bargaining unit wishing to participate in the Sick Bank Program will automatically contribute two days to cover the fiscal year July 1 through June 30. A membership minimum of twenty from the Bargaining Unit must participate in order to start the Sick Bank program.

SECTION 5. Application for benefits may be made prior to the employee's exhaustion of his own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

SECTION 6. The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days.

SECTION 7. Upon completion of the thirty (30) day period, additional entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

SECTION 8. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine eligibility for the use of the bank and the amount to be granted. The following general criteria shall be considered by the Committee in administering the bank and in determining the amount of the leave:

- A. Medical evidence of serious extended illness
- B. Prior utilization of all eligible sick leave.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and not subject to the grievance and arbitration procedure of this contract.

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

SECTION 9. If the Sick Bank is exhausted during the school year, the Sick Bank Committee will meet to decide what to do.

SECTION 10. The Bank can accumulate an unlimited number of days.

SECTION 11. An employee covered by this agreement may become a member of the Sick Leave Bank if they have accumulated a minimum of twenty (20) sick leave days at the beginning of the Fiscal Year and were hired prior to July 1, 2012.

ARTICLE XX
NO STRIKE CLAUSE

Employees covered by this Agreement, all officers of Local 1703, and State Council 93, American Federation of State, County, and Municipal Employee AFL-CIO, or any other persons connected with union activity, agree to observe the provisions of sections 9A and 15 of chapter 150E (M.G.L.A.), and the Union, at the request of the employer, shall take all means necessary to induce employees covered by this Agreement engaged in a strike, work stoppage, slowdown, or withholding of services to terminate the same and return to work forthwith.

ARTICLE XXI
UNIFORMS AND PROTECTIVE CLOTHING

The employer agrees to provide all material, equipment and tools, as required to perform the duties assigned to the employees covered by this Agreement.

The School Committee will provide the maintenance and custodial personnel with uniforms to be worn when in the employ of the school department. This includes all activities and events. Any employee who fails to wear the uniform will be referred to the Business Manager for review and corrective action if necessary.

ARTICLE XXII
SAFETY COMMITTEE CODE

SECTION 1. A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up a safety code, which both parties to the Agreement agree to enforce. Where possible, and in doing boiler work, one man shall be stationed outside the boiler.

SECTION 2. SUB-CONTRACT- The committee reserves the right to contract out work or subcontract out work.

In exercising this right, no employee shall be laid off if there is available work in the same position or in a similar position which he is qualified to fill.

ARTICLE XXIII
WAGES

SECTION 1. The School Committee will establish the entry salary of the employee entering the system. The basic salary schedule for Bargaining Unit Members for 2012-2013, 2013-2014 and 2014-2015 is set forth in Appendixes A and B, which includes, as a part of the Appendices, related job descriptions.

SECTION 2. When school premises are used for a function, the employee shall receive time and one-half for all hours worked.

School functions requiring a custodian shall include school sporting events, graduation, open house, band practice before games and competitions, fairs, dances, concerts and any events where meals are served.

SECTION 3. The employees shall be paid every other Friday, as scheduled by the School Department.

SECTION 4. On holidays and weekends which require the displaying of the National Insignia, the head custodian will raise and lower the flag at each of the school buildings.

SECTION 5. STIPEND FOR SENIOR BUILDING CUSTODIANS. Senior Building Custodians will be compensated as follows:

Elementary Schools.....	\$450
Middle School.....	\$550
High School.....	\$750
Ryan School.....	\$450

SECTION 6. A night differential of \$1.00 per hour will be paid to all employees covered by this Agreement who are assigned to work from 3:00pm on. Employees working the 12:00 Noon – 8:00pm shift will be paid an additional hourly rate of \$1.00 per hour above their regular hourly rate of hours worked after 3:00pm.

SECTION 7. Head Custodians at each school building will perform one (1) building check per day on all holidays and weekends. The building check will not exceed two hours and the custodian will be compensated at the rate of time and one half. The Head Custodian will not be required to perform a building check at the beginning or end of his scheduled vacation.

On those occasions when an event has been scheduled for a building, the custodian assigned to the event will perform the building check as part of his assignment and additional compensation is not authorized.

SECTION 8. LEAD MAN DIFFERENTIAL. The Lead Night Man differential for the Memorial High School, John W. Wynn Middle School, John F. Ryan School and the Loella F. Dewing School is \$700 per year.

SECTION 9. Any employees who, pursuant to authorization, use their cars on school business during working hours will be compensated at the Town rate for such use.

SECTION 10. Maintenance employees covered by this Agreement shall receive a differential of \$6,000.00 per year.

SECTION 11. CLOTHING ALLOWANCE. A clothing allowance of \$150 paid in a separate check in the 1st check period in September is authorized under this agreement, payable to all persons covered under this contract who were employed prior to July 1st. Persons employed on or after July 1st will receive a separate clothing allowance check of \$150.00 in the first check period in September of the succeeding fiscal year.

ARTICLE XXIV
RETIREMENT COMPENSATION

In order to reward long service to the children of Tewksbury through its Public Schools, the Tewksbury School Committee has instituted this plan for Retirement Compensation:

Yearly retirement compensation shall be paid for each of the last two years before retirement.

To be eligible for this increase, an employee covered by this Agreement shall have served in the Tewksbury Public Schools for a **minimum** of twenty (20) years and shall be at least fifty-five (55) years of age at the time of retirement. For an employee retiring at seventy (70) years of age, the **minimum** number of years of service shall be fifteen (15).

The basic yearly retirement compensation shall be as follows:

Years of Service	Allowance
20	\$725
21	\$735
22	\$745
25	\$775
30	\$825
35	\$875
40	\$975

An employee planning to participate in this program shall notify the Superintendent of Schools in writing not less than three years prior to the date of retiring in order that funds for the retirement compensation might be included in the Appropriation Request. The first day of the month of the first year the compensation is to be paid, the employee shall sign an "Intention to Retire" form which shall set forth the anticipated date of retirement and which shall contain a predated resignation effective at the close of the second year. An employee who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

ARTICLE XXV
HEALTH, SAFETY AND SECURITY

The health, safety and security of all students and staff are essential elements in the creation of an atmosphere in which effective instruction and learning can occur.

SECTION 1. To that end all staff will wear identification badges or cards (including temporary cards if permanent cards are misplaced or forgotten) issued by the Committee when on school grounds or in school buildings. The administration shall maintain an ample supply of replacement badges. Any employee who misplaces or forgets the badge may obtain a replacement badge in the office. Employees who consistently fail to wear or display a badge will be referred to the Superintendent for review and corrective action if necessary.

ARTICLE XXVI
CORI CHECKS

SECTION 1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks on one-third (1/3) of the staff each year or some other portion of the staff as is convenient.

SECTION 2. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

SECTION 3. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment an employee may request in writing that he/she be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

SECTION 4. After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may, at such meeting, be represented by the Union. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

SECTION 5. In compliance with the provisions of Chapter 77 of the Acts of 2013, "An Act Relative to Background Checks", all school employees that work directly with students, are required to comply with a fingerprint-based state and national criminal record check. Unlike state CORI checks that have no associated fee, individuals will pay a fee to comply with this requirement of \$35.00 for non-licensed employees and \$55.00 for DESE Licensed Professionals (including those with pending applications/licenses). Following is the link to register.
<http://www.identogo.com/FP/Massachusetts.aspx>

ARTICLE XXVII
DURATION

This Agreement shall become effective on July 1, 2015 and shall continue in full force and effect to and including June 30, 2018 and from year to year thereafter. If either party desires to amend, modify or terminate this Agreement at the expiration hereof, it must send written notice to the other party prior to October 17, 2015, or the anniversary thereof. The parties may jointly invoke the provisions of section 9 of G.L. c 150E if they fail to reach agreement by December 1st.

IN WITNESS WHEREOF, the authorized representative of the parties have set their hands this _____, _____ day of _____, _____

Tewksbury School Committee:

Kristen Palomano

AFSCME, Council 93, Local 1703:

APPENDIX A

SENIOR BUILDING CUSTODIANS/MAINTENANCE

STEP	1	2	3	4	5	6	7
FY16 (2%)	\$36,855	\$37,960	\$39,194	\$40,565	\$42,086	\$43,770	\$45,630
FY17 (2%)	\$37,592	\$38,719	\$39,978	\$41,376	\$42,928	\$44,645	\$46,543
FY18 (2%)	\$38,344	\$39,493	\$40,778	\$42,204	\$43,787	\$45,538	\$47,474

APPENDIX B

BUILDING CUSTODIANS

STEP	1	2	3	4	5	6	7
FY16 (2%)	\$32,929	\$33,917	\$35,020	\$35,535	\$37,603	\$39,108	\$40,769
FY17 (2%)	\$33,588	\$34,595	\$35,720	\$36,246	\$38,355	\$39,890	\$41,584
FY18 (2%)	\$34,260	\$35,287	\$36,434	\$36,971	\$39,122	\$40,688	\$42,416

