AGREEMENT

BETWEEN

THE SCHOOL COMMITTEE OF THE TOWN OF WESTBOROUGH

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL #1709

SCHOOL CUSTODIAN EMPLOYEES

EFFECTIVE: July 1, 2020- June 30, 2023

This agreement entered into by the School Committee of the Town of Westborough, hereinafter referred to as the School Committee, and Local 1709 State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union, has as its purpose 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.

It is understood and agreed that the highest quality of service possible for the public schools of Westborough is the paramount responsibility of each school custodian employed at the public schools of Westborough.

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1. RECOGNITION

a. 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 custodians of the Westborough Public Schools, excluding maintenance employees as described in Case No. M.C.R. 690, dated May 6, 1970.

b. Nothing in this Agreement shall be interpreted to exclude the use of summer part-time custodial assistants where such usage is "assistance" and not "replacement."

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

2. NO STRIKE CLAUSE

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

b. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, work slowdown or withholding of services, the union shall forthwith publicly disavow any such strike, work stoppage, work slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the employer, the union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, work slowdown or withholding of services and to return to work forthwith.

c. In any event, the School Committee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employee's review under the contract and applicable laws.

d. In consideration of the performance by the union of its obligations under Sections 1 and 2 of this Article, 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.

3. DISCRIMINATION AND COERCION

a. The employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of members of this bargaining unit, nor will the employer discourage membership in the union or encourage membership in any other union.

b. Local 1709, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, recognizes its respective responsibility as exclusive bargaining agent without discrimination, interference, restraint, or coercion.

a. 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, political affiliation, religion, gender identity, sexual orientation, or disability. The union shall share equally with the employer the responsibility for applying this provision of the agreement.

b. The employer and the union agree that they will not discriminate against any employee for exercising his/her rights under the provisions of Chapter 149, Section 178 of the General Laws of Massachusetts.

4. MANAGEMENT POLICIES AND WORK RULES

The union agrees that the employer, the School Committee of the Town of Westborough, has complete authority over the policies and administration of all school departments which it exercises under the provisions of the law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of school operations vested by law in the employer, and not covered by this agreement, is the province of the employer.

In accordance with the Education Reform Act of 1993, the parties recognize that certain rights and actions previously held in this contract by the School Committee now reside or are shared with the superintendent of schools or building principal.

4.5 DISMISSAL AND DISCIPLINE

Custodians employed for more than six (6) months may be dismissed by the principal or superintendent for good cause. Good cause shall mean any grounds put forth by the principal or superintendent that are not arbitrary, irrational, unreasonable, or in bad faith or irrelevant to the sound operation of the school system. Timely written documentation of the incidents that led to the dismissal shall have been presented to the custodian within a reasonable period of time after the occurrence or of the administration's knowledge of the event. Such documentation shall include, but need not be limited to, any relevant evaluations. If there is no compelling reason to do otherwise before dismissal, the employee shall be given a hearing before the principal and an opportunity to correct the complained behavior. The preceding sentence shall not be deemed to limit or modify the authority to dismiss for good cause. Prior to the completion of six (6) months of continuous employment a custodian may be dismissed by the principal under the standard and procedure set forth in Section 19 of this agreement.

The principle of progressive discipline will be adhered to in disciplinary matters whenever reasonable, subject to the best interests of the school system and without limiting the standard of good cause. Examples of progressive discipline are verbal warnings, written warnings, suspensions, and dismissals. The foregoing provision regarding progressive discipline shall in no event apply to incidents or conduct by an employee which in the judgment of the principal or superintendent is so serious in nature so as to justify immediate suspension and/or discharge, subject to the good cause standard.

Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance and arbitration process. Allowable time flexibility of Steward representation at agreeable times. Should a grievance pertaining to discipline reach Step 4 of the grievance and arbitration process, the limitations on the arbitrator's authority specified in Section 5 of this agreement shall apply, including specifically and without limitation in the case of a grievance arising out of a dismissal that the arbitrator must apply the definition of "good cause" as defined herein in determining whether the dismissal met the good cause standard.

5. GRIEVANCE AND ARBITRATION PROCEDURE

a. Any grievance which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

(l) Step I - If an employee has a grievance, he/she and/or the union steward shall present it orally or in writing within five (5) business days of the event to the building principal or the Director of Finance and Administration depending on which individual has the most immediate jurisdiction over the grievance. A response shall be given within five (5) business days.

In cases where the employee does not notify the union steward within five (5) business days of such event, the union may within fifteen (15) business days of such event file a grievance.

(2) Step 2 - If the grievance has not been settled under Step l, it shall be presented in writing by the employee and/or his/her representative to the superintendent
(3) within five (5) business days after the supervisor's response is due. The superintendent (and/or representative) shall respond to the employee in writing within five (5) business days.
(4) Step 3 - If the grievance still remains unresolved, and the subject matter is subject to the authority of the School Committee, it shall be submitted to the School Committee in writing within seven (7) business days after the response of the Superintendent is due. The School Committee shall respond in writing within fifteen (15) business days or subsequent to the next regular School Committee meeting.
(5) Step 4 - If the grievance is still unresolved after Step 2, or Step 3 if appropriate, either party may within fifteen (15) business days after the reply is due, by written notice to the other, request arbitration. The union and/or the School Committee shall submit the grievance to the American Arbitration Association. The by the rules and procedures of the American Arbitration Association currently in force. The decision of the arbitrator shall be final and binding upon the parties.

Arbitrator's Decision

(a) When the dispute is submitted to the arbitrator, as a result of the appeal of the grievance, the only items which the arbitrator may consider are those mentioned in the grievance, unless the parties have by stipulation extended the scope of the arbitrator's authority to consider additional items not mentioned in the grievance.

(b) The arbitrators selected shall confer promptly with the representatives of the committee and the union, shall review the record of the case, and shall hold such further hearings with the aggrieved party and other parties of interest as he/she shall deem requisite.

(c) The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceedings.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this contract. Subject to the foregoing, the decision of the arbitrator shall be submitted to the committee and the union and shall be final and binding upon the committee, the union and the employee who initiated the grievance. The decision of the arbitrator shall be implemented as soon as is reasonably possible.

6. APPLICABLE LAWS

a. The school committee and the union shall abide by all applicable laws of the United States, the Commonwealth of Massachusetts, and valid and enforceable decisions, rules and regulations established there under.

b. Nothing in this Agreement is intended to prevent the application of any such law, rule or regulation, and nothing in this agreement shall be construed to limit either party from attempting to change any law, rule or regulation except that neither party shall coerce, intimidate or in any way attempt to force the other party to support or oppose any change in such law, rule or regulations.

7. UNION REPRESENTATIVES

a. 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 change.

b. AFSCME will continue the practice of holding meetings with the employer on union business during officials' unpaid time. The union steward shall make every effort to hold meetings with the employees to investigate grievances during the employees' unpaid time. With the permission of the principal or designee, the steward may be granted a reasonable amount of time during working hours to investigate and settle grievances.

c. Representatives of the A.F.S.C.M.E., AFL-CIO, Council 93, may enter the premises at any time for individual discussion of matters pertaining to the administration of this Agreement, providing they do not interfere with the performance of duties assigned the employees, upon obtaining permission from the superintendent of schools or designee, which permission shall not be unreasonably withheld.

d. Should a member of the bargaining unit be elected to the Council 93 Executive Board, the member will be granted four paid Union Leave days per year to attend quarterly Council 93 Executive Board meetings.

Should a member of the bargaining unit be elected as a delegate or alternate delegate to the AFSCME Council 93 annual convention, the member will be granted two paid union days to attend the convention.

Should a member of the bargaining unit be elected as a delegate or alternate delegate to the AFSCME International bi-annual convention, the member will be granted four paid union leave days.

No elected member of the bargaining unit will be granted more than four union leave days per year.

8. SAFETY COMMITTEE CODE

A safety committee will be composed of two (2) representatives appointed by the union and three (3) management personnel shall be appointed by the employer. Said committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties will review and implement.

9. SENIORITY

a. The length of an employee's continuous full-time service in the bargaining unit shall determine seniority.
The principle of seniority shall govern and control in the following cases:
(l) Decrease of the working force. Employees shall have recall right for a period of eighteen (18) months from actual date of layoff. Thirty (30) days' notice in writing will be provided to all affected members and to the union.
(2) Transfer preference for shift assignment for jobs in the same classification. (3) Choice of vacation period, as among the employees whose primary assignment is to the same building.
(4) Job bidding, where ability to perform the job being bid for is equal.
(5) Should there be a decrease in the work force the following shall apply:
   l. Least senior person regardless of shift or building assignment (i.e. last in, first out)
   2. Should opening occur because of staff reduction on any shift or building assignment, first preference would be offered to most senior person first to lowest senior person regardless of shift or building.
   3. Should no voluntary reassignment occur least senior person in district covered under agreement would be reassigned to the position.

10. UNION BULLETIN BOARD

The union may maintain a union bulletin board in each building, at a location satisfactory to the administration to be used for the posting of union notices. Denunciatory or inflammatory material shall not be posted or allowed to remain on such bulletin board. Approval must be obtained before any material is posted. Such approval shall not be unreasonable withheld by the superintendent of schools or his/her designee.

11. UNIFORMS

a. All full-time employees, after completion of their probationary period, will be issued three polo shirts with pockets, and two additional summer shirts which will be provided before the start of the school year and which will be paid for by the school department. The employees will be responsible for maintaining these uniforms and the employees will wear the uniform while working under this

contract, except when excused from doing so by the supervisor of buildings and grounds.

b. Custodians will receive an annual $500.00 taxable payment that shall be used to purchase appropriate work apparel. Payment will be made during the month of July each year of the contract.

c. Uniforms are of a standard color with lettering identifying the department, "Westborough Public Schools," and the employee by first initial and surname. A uniform consists of a shirt issued by the School Department. A record of issuance will be kept. Requests for replacements because of wear should be made to the head custodian. The uniforms are the property of the school department. Any employee whose employment is terminated shall return all uniforms regardless of condition on or before the receipt of the last pay check.

d. Uniforms shall be worn in a neat, buttoned manner so that the logo is visible. If an employee receives several oral warnings for an inappropriate uniform, a written warning may be issued and appropriate discipline may be considered.

12. MISCELLANEOUS LEAVE

a. FUNERAL LEAVE

In the event of each case of death in an employee's immediate family as outlined below, the employee upon written request shall be granted time off with pay for a funeral or memorial service according to the following schedule:
l) Up to five days with pay: spouse, parent, grandparent, or parent-in-law, child or grandchild, sibling, relative living in the same household, anyone who was in the same capacity as a spouse, parent, or child.
2) one day with pay: aunt, uncle, cousin, sibling in law.

Two (2) days without loss of pay plus one (l) day in a non-pay status or chargeable at the employee's option to any available personal day leave.

Additional leave may be granted at the discretion of the superintendent. An additional day may be taken in a non-pay status or chargeable to any available personal day leave at the employee's discretion. Subject to available staffing, any reasonable effort will be made to facilitate staff representation at the funeral of a colleague or immediate family member of a colleague.

b. JURY DUTY

All regularly employed personnel who are called by law for jury duty, when they are scheduled to work, shall be paid as required by Massachusetts General Laws.

c. PERSONAL LEAVE

Custodians absent for personal reasons other than illness or death in the immediate family shall be entitled to up to three (3) days per year. These three (3) days shall not accumulate from year to year.

Personal business is defined as essential personal matters that cannot be cared for during non-working hours. Notification for personal day leave must be submitted to the Director of Facilities Office three (3) full school days in advance, unless the emergency nature of such leave precludes this action.

Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

d. RELIGIOUS HOLY DAYS

Leave for the observance of religious holy days up to a maximum of two (2) days per year will be granted for major religious holy days which require an employee's absence from work for a full day. Such leave will not be deducted from personal day leave or sick leave.

13. HOLIDAYS

a. The following days shall be considered to be paid holidays:
New Year's Day Martin
Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
The day after Thanksgiving - if not a scheduled school day
The day before Christmas - if not a scheduled school day Christmas
½-day New Year's Eve if not a scheduled school day
Good Friday - if not a scheduled school day and any other day that may be jointly declared a holiday by the Governor of the Commonwealth, General Court and the Westborough School Committee.

b. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

c. If the holiday falls on a Saturday, it shall be observed on the previous Friday. Any employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to twice his/her regular rate of pay for all hours worked, but in

no case shall this be less than an amount equal to two (2) hours' work at the above rate.

14. UNION DUES

a. Employees who desire to join the union shall tender monthly membership dues by signing the authorization of dues form.
Form: During the life of this agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the constitution of the union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the union along with a list of employees who had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

b. The union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer under this provision or under the authorization submitted to the employer under this provision.

c. Agency Fee

A. All employees who are members of the bargaining unit may volunteer to pay an agency service fee to retain a membership in good standing, unless they become members of the union within thirty (30) days. Said fee will be in an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract administration and other permissible charges except that in no case shall the fee be greater than the annual dues of AFSCME Council 93 Local 1709.

B. The collection of the fee shall be solely the responsibility of the union, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply, on demand, any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.

C. The union shall save harmless and indemnify the Committee from any damages and legal fees arising out of compliance with this provision, provided that the Committee will agree to an attorney selected by the union to represent the Committee against any and all claims made and against any lawsuit initiated against the Committee on account of this provision. Failure of the Committee or its agents to cooperate with the union or its attorney shall relieve the union of any obligation under this section.

15. JOB POSTING

a. A vacancy is an opening caused by promotion, demotion, retirement, resignation, transfer or reassignment, termination, death or the availability of new positions which the School Committee intends to fill.

b. When a position covered by this agreement becomes vacant, such vacancy shall be posted on the union bulletin board in each building, listing the shift, hours, pay, duties and qualifications. Should the position not be posted within 15 business days, a meeting will be held with administration and union to discuss the reasons for that decision. Such notice shall remain posted for at least seven (7) business days, and a copy shall be provided to the union steward. Employees interested may apply, in writing, within such seven day posting period. The employer may fill such vacancy from outside the unit. However, if a member of the unit is not selected for such a transfer, the reasons for non-selection will be provided in writing to the employee prior to the awarding of the position to the successful applicant. Reasons for not selecting bargaining unit members will not be arbitrary or capricious. The employer will interview all bargaining unit applicants prior to considering applicants from outside of the bargaining unit. If the employer fills such vacancy from among the employees in the bargaining unit, then seniority shall prevail as between applicants whose ability to perform the posted job is equal. Such vacancy shall be filled within fifteen (15) calendar days following the posting period.

c. The successful applicant will be given a thirty (30) working day trial and training period in the new position at the applicable rate of pay; non-school days during the summer months will not count toward this thirty-day period. 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.

d. If an employee has bid and is to be passed on the seniority roster through the filling of the vacancy by an employee lower down on such seniority roster, the employee passed shall be notified of that fact and the reasons therefore in writing with a copy sent to the union.

e. Within two (2) business days after a position has been filled, the union shall be advised in of the name of the employee designated to fill the vacancy.

f. Any subsequent vacancy created under the terms of the contract to fill a posted vacancy will be posted under the terms of this Article.

16. A <u>NON-OCCUPATIONAL SICK LEAVE:</u>
The granting of non-occupational sick leave shall be subject to the following provisions:

a. A request for non-occupational sick leave shall be investigated. A doctor's report may be required and approval is discretionary for employees who are absent three consecutive days or who have a proven pattern of abuse.
b. A regular full-time employee may be granted sick leave with pay according to the following schedule:

<u>Employed</u>	<u>Allowance</u>
• Three (3) years or less	1 day accumulated per month (12 days per

of continuous service	year), BUT not eligible for Sick Leave until appointed to permanent status.
• More than three (3) years of continuous service	1 1/2 days per month (18) per year

c. Sick leave allowance is cumulative, with a maximum of 200 days for employees hired before July 1, 2014, and a maximum of 150 days for employee hired after July 1, 2014. All days taken shall be deducted. Days accumulated according to above.

d. Compensation for a sick day will be at the regular rate of pay for the scheduled number of hours.

e. Regular part-time employees who work at least twenty (20) hours per week may be granted sick leave with pay on a prorated basis.

f. Any accumulation which present employees have as of the effective day of this agreement shall be retained.

g. Family Sickness: An employee may use his/her sick leave in event of sickness of spouse living in his/her home, or to minor children solely dependent upon the employee for care.

h. Regular attendance is a critical basis for evaluating acceptable job performance.

i. For each of the following four (4) month periods, in which an employee shall not have taken any sick time, an employee shall be credited with an additional vacation day.

July, August, September, & October
November, December, January, & February March,
April, May, & June

Days will be credited at the start of each fiscal year.

j. SICK LEAVE BUYBACK

l) If a custodian who works 12 months per year voluntarily retires after 10 years of service, they will receive pay of $25 at the time of retirement for each unused sick day the employee has accumulated starting with days in excess of:

40 in fiscal year 2020
26 in fiscal year 2021
10 in fiscal year 2022

2) Any request for such voluntary retirement must be submitted to the Superintendent. Notification must be received by September 1st to be included in the next fiscal year's budget.

3) The payroll office will pay a bonus in accordance with the provisions of subparagraph I above after the last date of employment. However, the maximum amount payable to any one employee will not exceed $3,000, and shall be subject to withholding for state and federal taxes and other withholdings/deductions required by law or authorized by the employee.

16. B. SICK LEAVE BANK

a. The School Committee agrees to establish a sick leave bank for the use of personnel who have exhausted their accumulated and annual sick leave days and any other leave days including half of accumulated vacation and all personal days (and require additional leave to make recovery from illness and return to work unless retirement or death occurs) and would otherwise lose pay through continued illness. Only members of the bargaining unit covered by this agreement shall be eligible to receive the benefits of this bank.

b. Benefits from the sick leave bank shall be available to permanent full-time and permanent part-time members after one year's continuous service with the Westborough Public Schools. Part-time employees shall receive benefits proportional to the number of hours worked.

c. The total accumulated sick leave in the sick leave bank shall not exceed 400 hours.

(1) As of July l, 1986, each member of the bargaining unit shall contribute one day to the bank.

(2) On each anniversary of the effective date of this contract, each member of the bargaining unit shall contribute one day to the bank unless the maximum accumulation would be exceeded by so doing.

(3) In addition, employees who have accumulated sick leave shall be assessed one day each in the event that the number of hours in the bank falls below 50 hours.

(4) No member of this bargaining unit shall contribute more than five days per fiscal year to the bank.

(5) For those members who have reached the maximum of 200 days, two sick days per year shall be devoted to the sick leave bank on each of their behalf.

d. Employees may receive benefits of the sick leave bank subject to the following rules:

(1) Applications for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certification within 30 days of the illness creating the need for extended recovery time.

a. The doctor's certification must be from a Board Certified Medical doctor, must specify the specific illness, and must specify the expected recovery date to return to work.

(2) Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.

(3) Sick days drawn from the bank shall be actual work days excluding weekends and holidays.

(4) No employee shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time they may apply for the use of the sick leave bank, and if approved, the sick leave will be retroactive to the first day of this absence.

(5) Sick leave benefits may be drawn on only to the extent of the hours available in the sick leave bank.

(6) Sick leave benefits shall cease after 20 days of benefits.

(7) The Sick Leave Bank Committee may in its discretion require a second opinion from a Board Certified Medical doctor.

(8) Any extension of the use of Sick Leave bank will require a follow up visit to the Board Certified Medical doctor and an additional certification meeting the requirements set forth in (l)a. of section 16.B.d.

(9) Custodians will NOT continue to earn annual sick leave while on sick leave through the sick leave bank.

e. A five (5) member committee composed of two (2) members of the union and three (3) committee members or their designee shall administer the sick leave bank.

f. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in the contract.

g. Employees may utilize the sick leave bank only for their own illness. In particular, the sick leave bank may not be utilized for family illness.

h. Employees shall not continue to earn annual sick leave while on sick leave through the sick leave bank.

16.C. OCCUPATIONAL SICK LEAVE • INDUSTRIAL ACCIDENTS:

In the case of absence due to an industrial accident, the employer agrees to make up the difference between the employee's regular wages and the amount received from Worker's Compensation. Such difference shall be deducted from sick leave. If the question exists as to whether an employee is entitled to compensation under the Worker's Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. The employee shall reimburse the town for such payments in the event he/she receives Worker's Compensation benefits for said period. Upon such payment to the town, sick leave credits equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation. Employees receiving worker's compensation payments shall not be eligible to draw from the sick bank.

16.D. FAMILY & MEDICAL LEAVE ACT

An employee who has been employed for one complete year shall be entitled to a leave of absence without pay for up to 12 consecutive weeks for adoption, foster care placement of a child, or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with the Family and Medical Leave Act.

16.E. MATERNITY LEAVE OF ABSENCE

Pursuant to MGL Chapter 149, Section 105D, each employee is entitled to up to eight (8) weeks of maternity leave for the purpose of giving birth or adopting a child under three (3) years of age if the employee has completed the initial probationary period and gives at least two (2) weeks' notice of the expected dates of absence and return. Actual disability shall be treated as paid sick leave. An employee who has completed one year of employment shall be eligible for an additional four (4) weeks of unpaid leave consistent with the Family and Medical Leave Act.

17. VACATIONS

a. The vacation year shall be the period July 1 to June 30 inclusive. Vacations shall be taken subject to the approval by the employer upon written request of the employee. Extended vacation requests beyond a continuous two-week period requires further authorization by the Director of Finance and Administration or the Superintendent of Schools. Disruption to the service of the district will be considered in making the decision for approval. Each member shall be credited as of June 30 with vacation leave with pay as follows:

(1) An employee having worked less than one (l) year shall receive 8/10 of a day for each month worked.

(2) An employee having worked one (l) year, but not having completed three (3) years, shall have two (2) weeks' vacation.

(3) An employee having worked three (3) years shall have three (3) weeks' vacation.

(4) An employee having worked ten (10) years shall have four (4) weeks' vacation.

(5) Part-time employees who work at least one-half of the regular work week shall receive vacation according to the above schedule on a pro-rated basis.

(6) All vacations shall be taken in the period July I through June 30. Requests for vacation leave shall be considered on a school by school basis and shall not be unreasonably denied but will be approved based on the projected work schedules and availability of substitutes as determined by the administration. If the approval of vacation leave needs to be limited, seniority will be the determining factor in granting the vacation requests which were sought at the same time for given dates.

(7) Employees may carry over into the next year up to two (2) weeks' vacation time.

(8) On termination of employment, all employees shall receive payment equal to the amount of vacation pay earned had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

(9) Previous service in the employment of the Westborough School Department shall be credited for vacation eligibility only if such employment was full-time and/or part-time. Part-time shall be defined as twenty (20) hours per week.

(10) Vacations shall be requested at least seven days in advance and the administration shall respond within three days of a timely application.

(11) Vacation credit will be awarded as of July 1.
All new employees hired between July I and August 3 1, will be credited for a full year of service for that year. He/she will be awarded two (2) weeks of vacation as of July 1 of the following year. Those hired after August 31 will be credited at a prorated basis for that year.

(12) Employees who are employed as of July l, 2014, who were hired between July 1 and August 31 in the year of hire, will be credited with a full year of service for that year for the purposes of eligibility for increased vacation time when reaching their fifth and tenth year anniversary of service. Such employees who were hired after August 31 in the year of hire will be credited at a prorated basis for the purposes of such eligibility.

18. OVERTIME

a. Employees covered by this agreement shall be paid overtime at the rate of one and one-half times his/her regular rate of pay for work in excess of eight (8) hours in one day or forty (40) hours in one week.

b. Hours worked on Sunday and holidays will be paid for at double time.

c. Any employee called back to work on the same day after having completed his/her assigned work and 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 for all hours worked on recall. He/she will be guaranteed a minimum of two (2) hours of pay at time and one-half.

d. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies, it is necessary to call in personnel from any other area other than the area which normally performs such related work; they shall be released from their duties first when the work load lessens. e.Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. In an emergency situation, the employer may require the least senior employee to work overtime in that school.

f. If the employer, in appraising the use of school facilities by outside groups, determines that an additional custodian is required, the rate of compensation for such employee so engaged will be paid at one and one-half times his/her regular rate per hour with a minimum of two (2) hours' time.

19. PROBATION PERIODS

All new employees shall serve a six (6) month probationary period. During this time the employee can be discharged or demoted: such action shall be based on the administration's evaluation and the employee shall have no recourse under this agreement.

20 HOURS OF WORK

a. The regular hours of work each day shall be consecutive, inclusive of meals.
b. The work week shall consist of five (5) consecutive eight (8) hour days.
c. The normal work day shall consist of eight (8) consecutive hours. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except in the event of an emergency, or routine seasonal changes, shift hours will not be changed without 10 days' advance notification to the union.
d. TEMPORARY ASSIGNMENT When an employee is assigned for at least one day at a higher category, the employee shall receive a pay stipend of $2.00 per hour for that work.
e. Custodians regularly on evening shifts shall work the first shift (day shift) at the first shift (day shift) salary during all school vacation periods, unless school sponsored activities are in session.
f. On days when school is cancelled due to weather or road conditions, custodians shall report when notified by the administration.
g. Except for eating in designated outdoor areas, staff is not to leave the building without the permission of the building principal or evening supervisor. Staff must sign out and back in to the building if they leave. Sitting in cars is expressly prohibited.
h. Staff is responsible for recording their own time worked on weekly timesheets. Time not recorded will not be paid until attendance is verified.

21. HEALTH AND WELFARE

The employer agrees to that ratio of health and welfare payments permitted by law and voted at the annual town meeting.

All employees enrolled in Health Insurance Plans offered by the Town shall pay 25% of the premium costs.

22. EXTREMES OF WEATHER

Except in cases of emergency, when the temperature becomes oppressive, either hot or cold, indoors or outdoors, the continuance of work for the duration of the shift, or the

reassignment to less strenuous activities, will be at the discretion of the superintendent or designee. The exercise of this discretion shall not be unreasonable.

23. SHIFT DIFFERENTIAL PAYMENT

a. Recognized evening second shift shall in all cases be that beginning between 2:00pm and 11:00pm, Employees assigned to a recognized evening second shift operation shall have $2.50 differential added to their regular determined base rate for all work performed on such second shift. Shift differential shall also be paid for weekend work.

b. Recognized evening third shift shall in all cases be that beginning between 11:00pm and 7:00am. Employees assigned to a recognized evening third shift operation shall receive $.25 per hour more than second shift employees.

24. SMOKE-FREE SCHOOLS

The union agrees that the School Committee has fulfilled its bargaining obligations if the Committee establishes a smoke-free school.

25. EMPLOYEE EVALUATION

The union agrees to the establishment of an employee evaluation system designed to recognize outstanding performance where it exists, identify any areas in need of improvement, and provide a means of evaluating step increases and for personnel decisions. Employees will be evaluated prior to the end of a probationary period, prior to the consideration of a step increase, or at least annually if neither of the prior two conditions take place. Employees receiving an unsatisfactory evaluation will receive an agreed upon plan to improve performance and will be re-evaluated after an appropriate period of time.

26. SALARY PLAN

a. New salary schedules attached as Appendix A will be in effect from:
July 1, 2020 June 30, 2023

b. ON APPOINTMENT, an employee shall be placed at the minimum step of the salary range assigned to the class to which appointed. However, with prior approval of the School Committee or superintendent, when they find that a position is difficult to fill because of the labor market or other justifiable circumstances, such as rewarding previous experience, appointment may be made at above the first step in the salary range.

c. ANNUAL STEP RAISE
An employee shall be eligible for annual step raises within the salary range assigned to the class in which the employee is employed on July 1st.
(1) Appeal Procedure

An employee, eligible for a step raise, who is not granted said raise, shall be notified in writing by the superintendent of schools indicating why the raise was not granted. The employee may appeal this decision within five (5) days of receipt of the decision.

(2) He/she shall receive an answer from the superintendent of schools within five (5) days of his/her appeal and if not satisfied, he/she may appeal to the School Committee within five (5) days of receipt of the superintendent's decision. The School Committee will review his/her appeal at the next regular meeting.

d. Employees will have their salaries directly deposited into a bank account of their choosing.

e. EARLY RETIREMENT INCENTIVE - If an employee with a minimum of ten years' experience with the Westborough School Department submits an irrevocable letter of retirement for purposes of superannuation or disability retirement prior to December 1 of any fiscal year, the employee will receive an annualized pay increase of $2,500 payable over the biweekly pay for any fifty-two-week period beginning no earlier than the following July and no later than the following November. The effective date of retirement as stated in the letter must coincide with the end of the twelve-month period in which the pay is received.

f. Upon receipt of an annual wage statement from the district, employees are responsible for verifying their wage information, including eligibility for longevity. The district shall not be responsible for pay adjustments outside of the current fiscal year.

g. Longevity;

a) Custodians who have achieved ten (10) years of service shall receive a longevity payment of $0.50 per hour.
b) Custodians who achieved fifteen (15) years of service shall receive a longevity payment of $1.00 per hour
c) Custodians who have achieved twenty (20) years of service shall receive a longevity payment of $1.75 per an hour.

27. REST PERIODS

All employees' work schedules shall provide fifteen (15) minute rest periods during each one-half (1/2) shift.

28. MANAGEMENT-UNION COMMITTEE ON EMPLOYEE RELATIONS

a. There shall be established a committee to be known as the Management-Union Committee on Employee Relations, such committee shall be composed of four (4) members, two (2) representing the employer and two (2) representing the union.

b. The purpose of the committee shall be to discuss matters of practical concern to the employee.

c. There shall be no fewer than four (4) meetings of the committee each year.

d. It is understood that the committee shall have no power to negotiate wages, hours, or other conditions of employment or to alter or amend this agreement in any respect.

29. EQUIPMENT AND TOOLS

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

30. EMPLOYEE RECORDS

a. A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or by a designated supervisor which is to be retained by the employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given an opportunity to read the report as soon as he/she is available thereafter.

b. No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee had read the report.

c. The employee shall be permitted to make a rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

d. Any letter placed in an employee's file shall be signed by the employee to acknowledge receipt of a copy of the letter.

31. LIST OF CLASSIFICATION AND NOTIFICATION OF POSITION ABOLISHMENT

a. The employer shall provide the bargaining unit with a list of all positions by classifications, names of employees, building employees are assigned to and any new classifications. List to be provided every six (6) months.

b. The employer further agrees to notify the bargaining unit of any position that is to be abolished.

32. RENEWAL

In the event that no contract is signed by 1 July 2023 this contract shall be extended up to one (I) year.

33. DURATION

This agreement shall be effective as of July l, 2020, to and including June 30, 2023 This agreement and the provisions thereof shall continue in full force and effect until June 30, 2020. If either party desires to negotiate changes in this agreement, it shall give written notice to the other party by October l, 2022 or any October 1 thereafter during the term of this agreement of its desire to modify this contract. Such notification shall be by registered United States mail to the responsible signatories of this contract.

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1709

WESTBOROUGH SCHOOL COMMITTEE

APPENDIX CUSTODIAN SALARY SCHEDULES

Custodian Crosswalk for FY2020-2021

Old Column	3	4	5	6	7	8	9	10	11	12
to	V	V	V	V	V	V	V	V	V	V
New Column	1	2	3	4	5	6	7	8	9	10

2020-21 Fiscal Year (July 1, 2020-June 30, 2021)

Grade	Position | Steps	1	2	3	4	5	6	7	8	9	10
1	HS Head Cust.	23.27	23.72	24.16	24.63	25.10	25.58	26.07	26.57	27.09	27.61
2	Mill/Gibb Head Cust.	22.25	22.70	23.14	23.61	24.08	24.56	25.05	25.55	26.07	26.59
3	Custodian	20.00	20.40	20.81	21.23	21.65	22.08	22.52	22.98	23.44	23.91
4	Perm. Part Time	18.35	18.72	19.09	19.48	19.87	20.27	20.68	21.08	21.50	21.94

2021-22 Fiscal Year (July 1, 2021-June 30, 2022)

Grade	Position | Steps	1	2	3	4	5	6	7	8	9	10
1	HS Head Cust.	23.73	24.19	24.65	25.13	25.60	26.09	26.59	27.10	27.63	28.16
2	Mill/Gibb Head Cust.	22.69	23.15	23.61	24.09	24.56	25.05	25.55	26.06	26.59	27.12
3	Custodian	20.40	20.81	21.22	21.65	22.09	22.52	22.97	23.44	23.91	24.39
4	Perm. Part Time	18.72	19.09	19.48	19.87	20.27	20.67	21.09	21.51	21.93	22.38

2022-23 Fiscal Year (July 1, 2022-June 30, 2023)

Grade	Position | Steps	1	2	3	4	5	6	7	8	9	10
1	HS Head Cust.	24.21	24.67	25.14	25.63	26.12	26.62	27.12	27.64	28.19	28.73
2	Mill/Gibb Head Cust	23.14	23.61	24.08	24.57	25.06	25.55	26.06	26.58	27.12	27.67
3	Custodian	20.81	21.22	21.65	22.08	22.53	22.98	23.43	23.91	24.39	24.87
4	Perm. Part Time	19.09	19.47	19.87	20.27	20.67	21.09	21.51	21.94	22.37	22.83

Shift Differential:

Second Shift $ 2.50

Third Shift $0.25 above second shift

Custodians who work beyond normal shift hours as a continuation of their shift are paid their regular shift differential rate.

Head Custodians are required to work the same shift as the majority of custodians assigned to that building.