

**AGREEMENT BETWEEN**  
**CONCORD SCHOOL COMMITTEE**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES**  
**AFL-CIO, STATE COUNCIL 93, LOCAL 1703**

**CPS BUILDING SERVICE WORKERS**  
2009-2012

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
1	RECOGNITION .....	3
2	RETAINED RIGHTS OF THE DISTRICT .....	3
3	RECYCLING .....	4
4	UNION SECURITY .....	4
5	NO DISCRIMINATION .....	4
6	NO STRIKES; NO LOCKOUT .....	5
7	JOB CLASSIFICATIONS, WAGE RATES, & EVALUATION.....	5
8	WORK WEEK AND OVERTIME .....	12
9	HOLIDAYS .....	14
10	VACATION LEAVE .....	15
11	SICK LEAVE .....	16
12	FUNERAL LEAVE .....	17
13	JURY DUTY .....	18
14	LEAVE OF ABSENCE .....	18
15	PERSONAL LEAVE AND LEAVE FOR RELIGIOUS OBSERVANCE .....	18
16	PROFESSIONAL LEAVE .....	19
17	CHILD-BEARING AND CHILD-REARING LEAVE	19
18	GRIEVANCE AND ARBITRATION PROCEDURE .....	19
19	SENIORITY AND QUALIFICATIONS .....	21
20	DISCIPLINE AND DISCHARGE .....	22
21	LONGEVITY PAY .....	22
22	EMPLOYEE RECORDS .....	23
23	DOCTOR'S CERTIFICATE .....	23
24	LEGAL CONFLICT .....	23
25	TAX SHELTERED ANNUITIES .....	24
26	UNION REPRESENTATIVES .....	24
27	BUILDING CHECKS .....	24
28	BUILDING SERVICES SUPERVISOR SUBSTITUTE .....	24
29	CLOTHING ALLOTMENT .....	24
30	MILEAGE EXPENCE REIMBURSEMENT.....	25
31	EMPLOYEE RESPONSIBILITIES .....	25
32	GROUP INSURANCE .....	25
33	EMPLOYEE COURSE BENEFITS .....	26
34	EFFECTIVE DATE AND TERM OF AGREEMENT .....	27
APP. A	AMERICAN FERERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES. AFL-CIO, STATE COUNCIL 93 .....	28
APP. B	WAGE RATE SCHEDULE .....	29

**THIS AGREEMENT** is effective as of July 1, 2009 and is entered into by the Concord School Committee for the Concord Public Schools (hereinafter referred to as the “Employer”) and Local 1703, STATE COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as the “Union”). The agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, establishment of an equitable and peaceful procedure for the resolution of differences with respect to the meaning and application of this Agreement, and the establishment of wages, hours and other conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for certain employees of the Concord School System in the bargaining unit comprising all building service workers as certified by the Massachusetts Labor Relations Commission on January 8, 1976, Case No. MCR-2198. Excluded from the unit are the Manager of Facilities, the Deputy Superintendent and all professional employees and all other employees of the Concord School System. The term “employee” or “employees” as used in this Agreement means a person or persons to whom this Agreement applies.

## **ARTICLE 2**

### **RETAINED RIGHTS OF THE SCHOOL SYSTEM**

Except as specifically modified by this Agreement, the School System retains the right to select and hire all employees; to promote employees to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline, or discharge employees; to subcontract all or any part of the work of the bargaining unit; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required because of lack of work or curtailment of work; to make reasonable rules and regulations which do not conflict with the provisions of this Agreement; and generally to control and supervise the School System’s operations and municipal affairs without hindrance or interference by the Union. No action taken by the School System under this Article 2 shall conflict with the express provisions of this Agreement.

This Agreement shall in no way restrict the Employer in its sole discretion from employing regular part-time employees, for normal schedules of less than twenty (20) hours per week or temporary or seasonal employees. Such part-time, temporary or seasonal employees are those employees who are informed when hired that they are being hired for special seasonal projects, to fill temporary vacancies, or to replace employees on leaves of absences or vacation and who are not regularly employed for more than four (4) consecutive months.

## **ARTICLE 3**

### **RECYCLING**

Recycling is a commitment for all members of the school community and it is expected that Building Services Workers will participate in this effort.

The Building Services Supervisor in each building shall develop a schedule to ensure recycling bins are emptied on a regular basis and all recycling materials are put out for curbside pickup weekly.

## **ARTICLE 4**

### **UNION SECURITY**

**4.1. CHECKOFF.** During the life of this Agreement and in accordance with the terms of the form of authorization attached as Appendix A, the Employer agrees to deduct from the payroll each month Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month.

**4.2. BULLETIN BOARD.** The Employer will provide a bulletin board to be placed on the premises at each school for the posting of notices of a routine nature pertaining to Union business and notices from the Employer to the employees. Notices shall be furnished in duplicate by the Union and shall be first submitted for approval to the designated representative of the Employer before posting. No denunciatory or inflammatory material shall be posted on such bulletin board.

**4.3. ACCESS TO PREMISES.** The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1703 to enter the schools for the sole purpose of individual discussion of working conditions and/or grievances with employees covered by this Agreement, provided such discussions do not interfere with the performance of duties assigned to such employees.

## **ARTICLE 5**

### **NO DISCRIMINATION**

**5.1.** Neither the Union nor the Employer will discriminate against an employee because of his/her membership in or lawful activity in behalf of the Union or because of lack of such membership or activity.

**5.2.** The parties of this Agreement agree that they shall not discriminate against any employee because of race, creed, sexual orientation, color, sex or age and that such employee shall receive the full protection of this Agreement.

**5.3.** The parties to this Agreement agree that they shall not discriminate against any employee on the basis of handicap in accordance with Section 504 of the Rehabilitation Act of 1973, and such employee shall receive the full protection of this Agreement.

## **ARTICLE 6**

### **NO STRIKES - NO LOCKOUT**

It shall be a violation of this Agreement for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services. It is further agreed that there shall be no lockout of employees by the Employer.

## **ARTICLE 7**

### **JOB CLASSIFICATIONS, WAGE RATES & EVALUATION**

#### **7.1. DEFINITIONS OF EMPLOYEE.**

**Probationary** employees are employees who have had less than nine (9) months of continuous service. They are in a probationary status for that period and may be terminated at any time without recourse under this Agreement.

**Permanent** employees are employees who have had nine (9) months or more of continuous service.

**Full-time** employees are employees who are scheduled to work each day of the week and at least twenty-five (25) hours per week.

**Part-time** employees are employees who are scheduled to work less than twenty-five (25) hours per week and/or employees who are not scheduled to work each day of the week.

**Temporary** (seasonal) employees are those employees hired for special seasonal projects, to fill temporary vacancies, or to replace employees on leaves of absence or vacation, and who are not regularly employed for more than four (4) consecutive months.

**7.2. JOB CLASSIFICATIONS.** In this Agreement and made part of it as Appendix B is a Classification and Pay Plan. It lists all positions covered by this Agreement by title along with the wage rates for each position. Additional job classifications may be instituted by the Employer whenever the Employer's activities require.

**7.3. NEW CLASSIFICATIONS AND CHANGES IN DUTIES.** If the Employer establishes a new bargaining unit job or makes a substantial change in the duties of an existing bargaining unit job, the rate for the new or changed job shall be established by the Employer with due regard for the content of the new or changed job and the rates paid for comparable work to other employees of the school system. Following mutual discussion between the Employer and the Union, if the Union disagrees with the rate as determined by the Employer, the question of what the new rate should be in accordance with the foregoing shall be subject to the grievance and arbitration procedure hereunder, commencing at Step 2. Any award shall be retroactive to the establishment of the new job or the changes in duties of the existing job.

**7.4. WAGES.** The wage rate set forth in Appendix B shall be applicable as of the effective date of this Agreement set forth in Article 34 provided that for those employees who are employed on the effective date of this Agreement such wage rate shall be specified in Appendix B.

**7.4.1.** Any move to a higher step on the wage rate schedule is dependent upon the results of an annual evaluation by the employee's supervisor. A step increase may be withheld by the Employer based upon the recommendation of the Principal of the building to which the building service worker is assigned. A building service worker shall be informed of such a decision in writing, with the reasons so stated. A building service worker may ask the Superintendent to review and reconsider his/her case within thirty (30) days of being so informed. A decision shall be reached within sixty (60) days of the request for reconsideration.

**7.4.2. Building Services Supervisor Salary Scales.** Building Services Supervisor rates are listed in Appendix B. A newly appointed Building Services Supervisor shall have a trial period of nine (9) months during which time he may be returned to his previous position or he may elect to return to his former position.

**7.4.3. Shift Differential.** A shift differential shall be paid on all shifts which commence on or after 2:00 p.m. Shift differentials shall be included in figuring holiday pay, vacation pay, personal leave, jury duty pay, funeral leave, and sick leave pay. During the customary Christmas, February and April school recesses, an employee who has been working a shift which qualifies him/her for a shift differential immediately prior to such recess shall continue to receive the shift differential even though his working hours are rescheduled during such period. However, during the summer vacation period, shift differentials will be paid only when the employee actually works his/her scheduled shift (if any such shifts are worked). Shift differentials are listed in Appendix B.

## **7.5 EVALUATION PROCEDURES**

The performance evaluation program for building service workers and maintenance employees shall focus on the extent to which each person carries out her/his performance responsibilities as stated in the job descriptions.

The primary purpose of the performance evaluation program is:

- A) To improve the delivery of service
- B) To identify and commend satisfactory and exemplary performance
- C) To identify and remediate unsatisfactory performance

### **PROCEDURES:**

1. The employee shall have the right to identify any constraints which the employee believes may inhibit her/his ability to meet the evaluation criteria and to discuss the removal of such constraints with their supervisor (the evaluator) prior to an evaluation of her/his performance.
2. The Employee shall be evaluated using the evaluation instrument outlined in Appendix C. Evaluations shall be conducted at the conclusion of the nine-month probationary period and thereafter annually or when areas of improvement are noted on an evaluation or at the discretion of the supervisor. The Employee will be evaluated prior to June 30<sup>th</sup> but not before October 15<sup>th</sup>. The employee may also provide additional information on his/her evaluation.
3. The evaluation report shall be signed by the supervisor and the employee. The employee's signature indicates that he/she has read the evaluation. The employee's signature does not indicate agreement or disagreement with the contents of the evaluation.
4. The supervisor shall meet with the employee within ten (10) work days to discuss the evaluation.
5. The employee may respond in writing to the evaluation and such response will be attached to the evaluation report.

### **CATEGORIES**

- EXCEEDS EXPECTATIONS - Surpasses the qualities and behaviors described
- MEETS EXPECTATIONS - Meets satisfactory level of performance
- NEEDS IMPROVEMENT - Significant improvement required to meet acceptable level of performance
- UNSATISFACTORY - Not adequately demonstrating the qualities and behaviors described

## **EVALUATION INSTRUMENT**

The evaluation should be thorough, objective and clearly understood by the employee, so as to positively affect future performance.

Each employee shall receive a copy of his/her evaluation prior to a conference with his/her evaluator.

### **I. KNOWLEDGE OF THE JOB**

- A. Demonstrates thorough grasp of the responsibilities of the job
- B. Demonstrates competency in work related skills
- C. Understands and follows directions
- D. Exhibits thorough knowledge of relevant workplace technology

### **II. PERFORMANCE OF TASKS**

- A. Demonstrates organizational skills
- B. Demonstrates accuracy and efficiency
- C. Exhibits good communication skills
- D. Recognizes and implements priorities

### **III. INITIATIVE**

- A. Demonstrates initiative and is resourceful
- B. Performs tasks with minimal supervision
- C. Uses time productively and efficiently

### **IV. PERSONAL CHARACTERISTICS**

- A. Exhibits dependability (including attendance and punctuality)
- B. Displays positive attitude
- C. Demonstrates discretion and tact
- D. Is cooperative and enthusiastic



**II. PUNCTUALITY**

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Improvement Needed \_\_\_\_\_

COMMENDATIONS AND/OR RECOMMENDATIONS:

**III. PERSONAL CHARACTERISTICS**

- |                              |       |  |
|------------------------------|-------|--|
| A. <u>Cooperation,</u>       | _____ | Exceptionally cooperative, excellent rapport   |
| <u>ability to work</u>       | _____ | High degree of cooperation, good relationships |
| <u>with others ( i.e.</u>    | _____ | Adequate                                       |
| <u>colleagues, students,</u> | _____ | Improvement needed                             |
| <u>community members)</u>    | _____ | Unsatisfactory                                 |
| <br>                         |       |  |
| B. <u>Reliability/</u>       | _____ | Outstanding                                    |
| <u>dependability</u>         | _____ | Better than average                            |
|                              | _____ | Sufficient for job                             |
|                              | _____ | Improvement needed                             |
|                              | _____ | Unsatisfactory                                 |
| <br>                         |       |  |
| C. <u>Discretion and</u>     | _____ | Outstanding                                    |
| <u>tact - supportive</u>     | _____ | Better than average                            |
| <u>of school and/or</u>      | _____ | Acceptable                                     |
| <u>system policies</u>       | _____ | Improvement needed                             |
|                              | _____ | Unsatisfactory                                 |

COMMENDATIONS AND/OR RECOMMENDATIONS:

**IV. COMMENTS ABOUT EMPLOYEE OR EMPLOYEE'S WORK NOTCOVERED IN ITEMS I, II OR III**

COMMENDATIONS AND/OR RECOMMENDATIONS:

PROFESSIONAL GROWTH: (List all courses, workshops, professional meetings, conferences and other staff development opportunities.)

\*\*\*\*\*

**EVALUATOR'S RECOMMENDATION**

\_\_\_\_\_ Continue employment with normal salary increase

\_\_\_\_\_ Withhold salary increase in accordance with the appropriate collective bargaining agreement article

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

**NOTE TO STAFF MEMBER:** This report was prepared and discussed with you to keep you informed of your supervisor's appraisal of your work. We ask you to sign this form which indicates that you have read it and, though you may or may not agree with the content, you do understand what it says. The space below is provided for any written comment that you may wish to make. You may respond in more detail if you wish and the response will be attached to this form.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Comments:

cc: Personnel File

## ARTICLE 8

### WORK WEEK AND OVERTIME

**8.1. WORK WEEK.** The normal work week shall consist of forty (40) hours being five (5) days of eight (8) hours each, including an unscheduled thirty (30) minutes paid lunch period for personnel who work a continuous work day. Employees are expected to be available for emergencies during their paid lunch period. All building service workers' schedules shall provide for a fifteen (15) minute rest period during each half shift. A half shift shall be defined as four (4) hours. Prior to the implementation of a schedule change, the principal will discuss the change with the Union representative. Employees whose work schedule commences at 1:00 p.m. or after will be scheduled for an eight (8) hour period with a lunch break included.

**8.2. OVERTIME.** Time and a half shall be paid for all time worked in excess of eight (8) hours in one day and forty (40) hours in one week and for all time worked on Saturdays, Sundays except that temporary employees called in on Saturdays, Sundays and holidays for snow removal and similar emergency work shall be paid on a straight time basis.

**Overtime for Sundays and Holidays.** Employees who work on Sundays and holidays as specified in Article 9 will be paid double time. Building checks are excluded.

**8.3.** When a building service worker is called in by the Employer to work overtime which is not continuous with other hours worked, his/her pay for the overtime, excluding travel time, shall not be less than his/her overtime rate for four (4) hours, but this provision does not apply to use of the school premises by others where the employee is paid as described in paragraph 8.8.

**8.4.** Although the Employer does not expect to invoke mandatory overtime, both parties agree that conditions may arise where overtime is necessary, and therefore under such conditions employees will work reasonable amounts of overtime.

**8.5.** 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. An employee may be excused from overtime work but in this event the hours so excused shall be charged as time worked for purposes of equal distribution. In case of a grievance involving overtime distribution, the records shall be subject to examination by employee and the Union.

**8.5.1.** The Manager of Facilities shall provide a list of employees who are willing to work overtime outside their building to the President of the Bargaining Unit. This Overtime List shall begin with the employee who has the most seniority. It shall be the responsibility of the employee to notify the manager in writing of their desire to be on the Overtime List or of any status changes to the list.

The Building Service Supervisor in need of overtime coverage shall offer the overtime to

all Building Service Workers assigned to his/her building.

In the event that the Building Service Supervisor is unsuccessful at finding an employee who wants to work the overtime within the building, the Building Service Supervisor will notify the Manager of Facilities. At the Middle School, the Manager will offer the overtime to the Building Service Workers in the other Middle School building before offering overtime to all available CPS Buildings Service Workers in order as they appear on the Overtime list.

If no Building Service Worker volunteers to work overtime, the Manager of Facilities will ask the CCHS Building Service Workers and then the Maintenance Workers prior to invoking mandatory overtime to the most junior CPS Building Service Worker available.

When filled, the Manager shall notify the Building Service Supervisor of the building requiring overtime with the name of the employee who will cover the building.

**8.6.** When an employee is working overtime, he/she shall be permitted reasonable paid meal periods.

**8.7.** Overtime and premium rates shall not be pyramided. Overtime shall be paid for all time worked in excess of the normal scheduled work day or work week, but not both.

**8.8. NON-SCHOOL USE OF FACILITIES.** As a general rule, when school premises are used by non-school groups as defined by school authorities, an employee will be detailed to be on the premises to open and close the buildings, and perform other necessary duties. If the building service worker has to come in and open up the building (as opposed to being already on duty) he/she shall receive a minimum of two (2) hours' pay. Such time shall be equally and impartially distributed. Work required by the use of facilities by non-school groups will be paid at the rate of one and one-half (1-1/2) times the hourly rate of Step 6 of the Building Service Workers' Salary Schedule in effect at the time the work is performed. Such work for non-school groups as defined by school authorities and required on Sundays and holidays will be paid at a rate of double time. Time lost from scheduled hours for such work will be made up at straight time.

A Building Services Supervisor who is assigned to work for non-school related groups will receive his/her head custodial rate. Second and third shift building service workers will receive their shift differential when assigned to work for non-school groups.

**8.9. FUNCTION CANCELLATION.** A Building Services Worker assigned to work overtime for both school and non-school functions shall be entitled to at least twenty-four (24) hours notification for cancellations of Monday through Friday events and forty-eight (48) hours notification for cancellation of Saturday and Sunday events. Building Services Workers assigned shall be entitled to three (3) hours' pay if cancellation notice does not meet these timelines.

**8.10. COMPENSATORY TIME.** Building Services Workers who are requested to work when

the Superintendent closes the Central Administrative Offices are entitled to straight time, compensatory time for those hours worked when the offices are normally open. The presidents of both bargaining units shall be notified when the Central Offices close.

## **ARTICLE 9**

### **HOLIDAYS**

**9.1.** The following paid holidays shall be recognized whenever they occur on or are celebrated on a regular working day, Monday to Friday inclusive.

Independence Day	New Year's Day
Labor Day	Martin Luther King's Birthday
Columbus Day	Presidents' Day
Veteran's Day	Patriots' Day
Thanksgiving Day	Memorial Day
Day following Thanksgiving	Christmas Day

**9.2** To be eligible for holiday pay, an employee must work a minimum of fifteen (15) hours per week. An employee normally scheduled to work five (5) consecutive days per week who works his/her scheduled hours the working day before and the working day after a recognized holiday shall receive a day's pay as holiday pay computed on the basis of his/her scheduled hours for that day. Absence due to approved paid leave on the day before or the day after a holiday shall be considered time worked for purposes of eligibility for holiday pay. Temporary and seasonal employees are not entitled to holiday pay.

**9.3. HOLIDAYS OCCURRING DURING VACATION LEAVE.** When a paid holiday occurs during an employee's vacation period, he/she will receive holiday pay in lieu of vacation pay for that day. Any unused vacation days may be taken at another time.

**9.4.** When a paid holiday falls on a Sunday, the following Monday shall be observed. When a paid holiday falls on a Saturday and the schools are not in session on the preceding Friday, that Friday shall be observed. When a paid holiday occurs on Saturday or Sunday and schools are in session on the preceding Friday or succeeding Monday, thus requiring building service workers to work on those days, the holiday will be paid at straight time.

**ARTICLE 10**

**VACATION LEAVE**

**10.1.** A probationary employee will accrue five (5) days of vacation when he/she completes his/her probationary period and becomes a permanent employee. This accrued leave may be taken only after the completion of the probationary period. If the employee terminates service for any reason before the end of the probationary period he/she is not entitled to any accrued vacation.

**10.2.** Permanent employees are entitled to accrue vacation leave each fiscal year. This accrued leave will be credited to each employee on July 1 as follows:

End of probationary period To end of 1 <sup>st</sup> fiscal year	1 vacation day for each 5 weeks of service after completion of probationary period to a maximum of 10 additional days
End of 2 <sup>nd</sup> fiscal year to end of 4 <sup>th</sup> fiscal year	10 days
End of 5 <sup>th</sup> fiscal year to end of 9 <sup>th</sup> fiscal year	15 days
End of 10 <sup>th</sup> fiscal year to end of 19 <sup>th</sup> fiscal year	20 days
End of 20 <sup>th</sup> fiscal year and thereafter	25 days

Permanent part-time employees are entitled to prorated vacation according to the above schedule.

Temporary and seasonal employees are not entitled to paid vacation.

No more than ten (10) vacation days may be carried from one (1) fiscal year to the next. All other vacation days earned must be used in the same fiscal year in which they are credited or will be forfeited except in unusual circumstances as requested by supervisors.

One (1) day of vacation will be deducted from the yearly accrual for each month in which the employee is absent without pay for one-half, or more, their regularly scheduled working days.

**10.3. COMPUTATION.** Vacation leave shall be credited and charged on a whole or half-day basis only. Vacation day pay during a particular year shall be computed at the employee's regular hourly rate times the average number of daily scheduled hours at the time the vacation is taken.

**10.4. SCHEDULING OF LEAVE.** If a holiday falls during a vacation period an additional day off will be scheduled by agreement with the principal.

**10.5. TERMINATION.** Upon termination of employment, the employee shall receive payment for all accrued vacation days. This payment shall include any vacation days earned during the fiscal year of termination and shall be prorated monthly to the nearest half day. Such payment shall not exceed forty-five (45) accrued days.

If termination is caused by death, such payment shall be made to the employee's surviving spouse if living; otherwise to the employee's estate.

## **ARTICLE 11**

### **SICK LEAVE**

Each permanent and probationary employee shall accrue sick leave at the rate of one and one-fourth (1-1/4) days for each month of service. A day of sick leave shall be computed at the employee's regular hourly rate times the average number of hours per day for which the employee was scheduled during the month. Sick leave shall be accumulated without limit. Any accumulation which present employees have at the effective date of this Agreement shall be retained.

**11.1. WORKER'S COMPENSATION.** The Worker's Compensation Act has been accepted by the School Committee as applied to all custodial employees. A building service worker who is entitled to any sick leave allowance may take such of his/her sick leave allowance payment as when added to the amount of any disability compensation provided by the statute, will result in the payment to his/her of his/her full salary or wages. A building service worker absent because of industrial accident who has exhausted his/her sick leave may use accrued vacation.

**11.2. PERSONS COVERED.** Sick leave shall be granted for personal illness of, injury of, or for serious sickness of the employee's spouse, child, mother or father. A doctor's statement may be required for sick leave exceeding five (5) consecutive days, for repetitive intermittent periods of absence or in other instances deemed warranted by the School Administration. The doctor's statement shall pertain to the sick person. For prolonged medical situations including long term absences and long term medical restrictions, the Employer may require additional periodic medical information concerning the employee. The cost of such certificate, if requested by the Committee, will be paid by the District.

**11.3. NOTIFICATION.** Employees must call in to the principal before their shift begins if they are to receive compensation for sick time. Failure to call in accordance with the following procedure will result in no pay for the period of absence.

- A) First shift - call at least one-half (1/2) hour before the shift begins.
- B) Second shift (starting at noon or 2 p.m.) - call at least three (3) hours before the shift begins.

In the event of sudden sickness or accident which prevents an employee from working, a review

of the circumstances shall be made by the Superintendent before sick pay is withheld.

**11.4. DEATH OR RETIREMENT.** Upon retirement pursuant to the regulations of the Town of Concord Retirement System, each employee employed prior to September, 1982 who draws a pension from the Town of Concord shall be paid for 50% of his/her accumulated, unused sick leave to a maximum of sixty-two (62) paid days (50% of one hundred twenty four (124) days of accumulated sick leave).

This payment for unused sick leave will be made in four (4) equal annual installments in January commencing with the January following retirement. Payments for unused sick leave upon the death of an active employee will be made in one payment.

An employee who voluntarily takes deferred retirement is not eligible for this pay for accumulated sick leave.

Accumulated sick leave shall be converted to equivalent eight (8) hour days and the employee shall be paid on the basis of his/her hourly rate in effect at his/her retirement.

Upon the death or permanent disability of an employee, payment for unused sick leave in accordance with the above formula will be made to the employee or his/her beneficiary. If the employee fails to name a beneficiary who survives him/her, payment shall be made to his/her estate.

Employees hired after September 15, 1982 are not entitled to any payment for unused sick leave upon death, permanent disability or retirement.

## **ARTICLE 12**

### **FUNERAL LEAVE**

An employee normally scheduled to work five (5) consecutive days per week shall be entitled to a maximum of five (5) scheduled working days off with pay for the death of a member of the employee's immediate family. Immediate family shall be defined as mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew or member of employee's immediate household. Employees are also entitled to one (1) day of bereavement leave for the death of other close relatives or close friends with the approval of the principal. Compensation for time off under the terms of the article shall be calculated on the basis of the employee's scheduled hours times his regular hourly rate for each day of leave. Funeral leave will not be charged to sick leave or vacation eligibility.

## **ARTICLE 13**

## **JURY DUTY**

Permanent and probationary employees serving on jury duty will be paid the difference between the money received for jury duty, less travel allowance, and their regular pay calculated on the basis of their scheduled hours times their regular hourly rate. An employee who is normally scheduled to work in the evenings and nights shall not be required to report to work on any day during which he/she serves on jury duty beyond noon time.

## **ARTICLE 14**

### **LEAVE OF ABSENCE**

A leave of absence may be granted by the Superintendent after proper written application through the appropriate supervisor(s). Such leave will be without pay, but an employee so excused will retain length of continuous service in the school system and seniority rights for the period of the leave; however, no seniority shall accumulate during a leave of one year or longer.

**14.1. THE FAMILY AND MEDICAL LEAVE ACT OF 1993.** Upon receipt of an application, the Superintendent shall approve a maximum of twelve (12) weeks unpaid, job protected leave each year for specified family and medical reasons consistent with the FMLA. For purposes of the FMLA, the year is defined as the twelve (12) consecutive months immediately preceding the requested leave date.

## **ARTICLE 15**

### **PERSONAL LEAVE AND LEAVE FOR RELIGIOUS OBSERVANCE**

At the discretion of the principal, and such discretion shall not be unreasonably exercised, an employee who is normally scheduled to work on the basis of twelve (12) months and five (5) consecutive days per week may be granted annually three (3) days' absence from duties with pay (including leave on account of religious holidays). Unused personal leave days will be cumulative to five (5). Probationary employees may be granted only one (1) day of personal leave during the probationary period. One additional personal leave day may be granted for each three month interval employed following the completion of the probationary period to the end of the first fiscal year. Personal leave covers unusual and imperative matters which cannot be attended to at a time other than during scheduled hours. To be eligible for leave without loss of wages, employees must apply to the principal forty-eight (48) hours in advance of the beginning of such leave except in cases of emergency. Leave with pay will be granted only with the written permission of the principal and will be charged on a half-day or whole-day basis until such time as our software will allow hourly charge.

## ARTICLE 16

### PROFESSIONAL LEAVE

Building Service Workers may, after written request and approval of the principal, be granted reasonable one (1) day absences with pay to attend professional activities relating directly to their responsibilities or professional growth.

## ARTICLE 17

### CHILD-BEARING AND CHILD-REARING LEAVE

An employee who is pregnant may remain in active service until the termination of her pregnancy, provided that, at the end of the fourth month of pregnancy she furnishes an appropriate medical certificate of her fitness to continue in her position. In subsequent months, the employee may be required to furnish further medical certification and, at the end of the seventh month of pregnancy the employee must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that she may be required to cease active employment under this Article if the Employer determines that she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting cessation of active employment. A physician's certificate of fitness may be required before the employee may return to her position.

Employees who are disabled from working because of pregnancy or recovery therefrom may apply unused sick leave, in accordance with ARTICLE 10. SICK LEAVE for those days on which they are unable to work.

**Child-Bearing Leave.** Any female employee shall be granted, upon request to the Superintendent, a leave of absence without pay for reasons of child-bearing. Such leave shall not

exceed eight (8) weeks. Employees on child-bearing leave may apply unused sick leave for those days on which they are unable to work as a result of pregnancy or recovery therefrom. In cases of use of unused sick leave, ARTICLE 10. SICK LEAVE shall apply.

**Child-Rearing Leave.** Any employee may be granted a leave of absence without pay for up to one school year for the purpose of child-rearing immediately following childbirth or adoption.

## ARTICLE 18

### GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties involving the application,

meaning or interpretation of this Agreement shall be settled in the following manner.

A grievance that affects or may affect more than one member of the bargaining unit will be submitted as one grievance, in writing to the Director of Human Resources. The processing of such grievance shall commence at level two of the grievance procedure.

**Step 1.** The union steward and/or representative with the aggrieved employee shall take up the grievance or dispute in writing with the principal within three (3) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond in writing to the steward and employee within three (3) working days.

**Step 2.** If the grievance has not been settled, it shall be presented in writing to the Director of Human Resources within three (3) working days after the supervisor's response is due. The Director of Human Resources or his/her designee shall respond to the steward and employee in writing within seven (7) calendar days of receipt.

**Step 3.** If not settled at Step 2, the grievance shall be referred to the Superintendent within seven (7) calendar days after receipt of the answer in Step 2 or after the date when the answer should have been received if no written answer is received. Such reference shall include confidential reports in writing by both the Union and the District. Copies of such reports shall be exchanged between the parties. The Superintendent shall hear the grievance and shall render a decision within thirty (30) calendar days following the hearing.

**Step 4.** In the event the Superintendent is unable to resolve the grievance, the grievance may be referred to arbitration by giving the Committee written notice thereof within fifteen (15) calendar days after receipt of the Superintendent's decision or after the date when the decision should have been received if no written decision is received. The arbitrator shall be selected through the American Arbitration Association, and such arbitration shall proceed in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

No arbitrator shall have any power to add to or subtract from or modify any of the terms of this Agreement or to decide any question except the grievance as submitted.

date No award may be retroactive for more than thirty (30) calendar days prior to the  
his the grievance was reduced to writing. The arbitrator shall be requested to issue  
as decision within thirty (30) calendar days following the hearing, and such decision  
to all matters shall be final and binding on all parties.

The expense of the arbitration proceedings (except the individual expense of either party in prosecuting its case) shall be borne equally by the District and the Union. If either party desires a stenographic transcript of the proceedings, it may cause such a transcript to be made, providing it pays for the transcript and makes one (1) copy available without charge to the other party and one (1) copy to the arbitrator, provided that for good cause shown the arbitrator may allocate up to one half of such expense to the other party.

Grievances involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration of the job with all compensation and privileges that would have been due the employee as qualified in Step 4.

## ARTICLE 19

### SENIORITY AND QUALIFICATIONS

**19.1. DEFINITION OF SENIORITY.** Seniority is the length of continuous service an employee has in the bargaining unit covered by this Agreement.

**19.2. DEFINITION OF QUALIFICATIONS.** “Qualifications” means the ability, knowledge and skill of an employee to perform the required duties of a job classification in a workmanlike and efficient manner.

**19.3. LOSS OF SENIORITY.** Seniority shall be broken for the following reasons:

- A) the employee quits;
- B) if the employee is discharged for just cause;
- C) if the employee is absent for three (3) consecutive working days without properly notifying the District;
- D) if the employee having been laid off, fails to return to work within six (6) working days after being notified to report for work, and does not give a satisfactory reason;
- E) if an employee has been laid off for two (2) years.

**19.4. POSTING OF VACANCIES.** A vacancy in a classification, including a promotional vacancy, will be posted for bid. Closing date for bids shall be a date stated in the notice and not less than five (5) work days from the posting date. Employees wishing to apply for the vacancy shall submit an application in writing not later than 4 p.m. on the closing date.

Selection of an employee to fill the position shall be based on qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. In cases where no promotion is involved, the Committee shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonable, in cases where a promotion is involved, the Committee shall be the sole judge of qualifications with reference to the grievance procedure.

The successful applicant shall be given a ninety (90) calendar day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

**19.5. LAYOFF AND RECALL; BUMPING.** Layoff in any classification in the bargaining unit shall be by order of seniority. An employee laid off under the preceding sentence may elect, in lieu of layoff, to transfer to any lower classification, provided he/she has the necessary qualifications or has previously worked in such lower classification. Layoff from such lower classification shall then proceed by seniority. Recall shall be made on the basis of seniority. An employee shall retain recall rights for two (2) years from the date of the layoff. The recalled

employee must report to work within ten (10) days of notification or shall forfeit all recall rights.

## **ARTICLE 20**

### **DISCIPLINE AND DISCHARGE**

The Employer shall not discipline, suspend or discharge any employee without just cause. When disciplinary action is taken, the Employer will follow a progressive discipline process. In all cases involving the suspension or discharge of a permanent employee, the Employer shall notify the employee in writing of his/her suspension or discharge and the reasons therefore. Any dispute arising between the Employer and the Union concerning the existence of just cause for suspension or discharge may be subject to the grievance and arbitration procedure set forth in this Agreement, except that the suspension or discharge of a probationary employee shall not be subject to the arbitration procedure under this Agreement.

## **ARTICLE 21**

### **LONGEVITY PAY**

The purpose of the longevity pay is to reward non-instructional employees for years of continuous service to the Concord Public Schools.

In addition to any other remuneration for services rendered, effective July 1, 2004 there shall be an annual addition in the computation of pay for each permanent employee of \$1500 after twenty (20) years of continuous full-time employment. Effective July 1, 2006 there shall be an annual addition in the computation of pay for each permanent employee of \$500 after fifteen (15) years through nineteen (19) years of continuous full-time employment.

In determining years of continuous service, an employee will be credited with years worked in other departments of the school systems provided that such years were in position(s) which qualified the individual for longevity benefits.

Interruption of such employment due to approved leave, including military service, shall not be deemed to break the continuity of service with the school system in calculating benefits payable under this paragraph, provided that no employment other than military service is entered into by the employee during the period of said interruption. While such approved leave will not constitute a break in employment, no employee shall be eligible for any longevity pay while on leave.

Payment of longevity pay will be made in the first pay period of the month following completion of the anniversary of the required employment period.

## **ARTICLE 22**

### **EMPLOYEE RECORDS**

A copy of any written statement or report which is critical of an employee made by a member of management which is to be retained by the Employer in the personnel file shall be given to the employee. The employee at the same time shall certify in writing on the Employer's copy to be filed that he/she has read the statement or report.

If the employee refuses to sign any such statement or report, the supervisor or other person in whose presence the employee read the statement or report shall certify that a copy of the statement or report was furnished by the Employer and that the employee refused to sign the Employer's copy.

If the employee is not available (because of illness or other absence) at the time the statement or report is prepared, a copy of the report or statement shall be filed; and as soon as practicable, the employee shall be furnished a copy of the statement or report and requested to sign the Employer's file copy.

The employee shall have the right to submit a response to any such statement or report and his/her written answer shall be reviewed by the personnel administrator and attached to the file copy of the statement or report.

An employee has the right to inspect his or her personnel file at any time during business hours with prior notice.

## **ARTICLE 23**

### **DOCTOR'S CERTIFICATE**

An employee returning to work following an absence for more than five (5) consecutive work days will, if requested by the Employer, be required to furnish a doctor's certificate as to the employee's ability to perform his/her normal duties. For prolonged medical situations including long term absences and long term medical restrictions, the Employer may require additional periodic medical information concerning the employee. The cost of such certificate, if requested by the Committee, will be paid by the Employer.

## **ARTICLE 24**

### **LEGAL CONFLICT**

Should any provisions of this Agreement be found to be in violation of any applicable federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 25**

**TAX-SHELTERED ANNUITIES**

By request of any individual employee and his/her authorization for salary deductions to fund the cost thereof, tax-sheltered annuities will be purchased for such employee. Arrangements for such purchase may be made with the Deputy Superintendent.

**ARTICLE 26**

**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.

The above shall be granted reasonable time off during working hours to investigate and settle grievances.

**ARTICLE 27**

**BUILDING CHECKS**

The Building Services Supervisor or his/her designee assigned to check buildings on days when the building(s) are closed shall be paid a minimum of two (2) hours pay calculated on the basis of the employee's regular hourly rate for each such building check.

**ARTICLE 28**

**BUILDING SERVICES SUPERVISOR SUBSTITUTE**

A Building Service Worker temporarily assigned to perform the duties of the Building Services Supervisor shall be paid the applicable Building Services Supervisor differential for all such hours that he/she is actually performing the duties of Head Building service worker.

## **ARTICLE 29**

### **CLOTHING ALLOTMENT**

The Employer agrees to select and to provide work clothing and appropriate footwear annually on an as needed basis. The maximum annual allowance for each employee shall be set by the employer. Clothing is to be worn by each employee when he/she is on duty.

A committee consisting of one (1) member each from the Concord Building Services, the Concord-Carlisle Building Services, the joint Maintenance Department and two (2) management representatives will meet to establish shirt colors and styles for the different units.

Additionally, one (1) set of foul weather gear shall be provided in each building for use by building service workers.

## **ARTICLE 30**

### **MILEAGE EXPENSE REIMBURSEMENT**

The School District will reimburse an employee for the use of his or her private automobile, for authorized district business, at the current rate set by the School Committee.

## **ARTICLE 31**

### **EMPLOYEE RESPONSIBILITIES**

Except as expressly authorized by the Superintendent of Schools, no employee shall:

- A) accept any gratuities of money or goods having a substantial value from any person dealing with the Concord School System in furnishing supplies, equipment, or services.
- B) participate as an official representative of the Concord School System in charity drives, special observances or promotional activities.

Except in unusual circumstances employees must give at least two (2) weeks notice before terminating employment. Failure to do so may result in the loss of any vacation time accumulated.

## **ARTICLE 32**

### **GROUP INSURANCE**

#### **32.1. MEDICAL INSURANCE**

The School Districts will provide to employees who regularly work at least twenty (20) hours per week a group insurance plan on the same basis as the group insurance plan available to other employees of the School Districts. It is understood that the School Districts will not themselves operate the plan but the insurance company or companies (which may include Blue Cross-Blue Shield and all health maintenance organizations accepted by the Town) will administer the benefits, which will be subject to such conditions and limitations as are provided by law and in the application. The premiums for such plan will be shared in the same proportion as for other employees of the School Districts. Any claims or disputes concerning eligibility for or payment of benefits under this description will be determined in accordance with the applicable insurance policies and contracts.

The Employer shall pay the following percentages of various medical plan premiums:

<u>Health Plan</u>	<u>Individual</u>	<u>Family</u>
Harvard Pilgrim	63%	55%
Tufts – EPO	61%	52%
Tufts – PPO	50%	50%
Out of Area	50%	50%
Fallon	50%	50%

The employee shall pay the remainder of the health plan premium.

The Employer agrees that in the event the Insurance Advisory Committee secures more favorable group rates for other school/town employees, those rates will be incorporated into this agreement.

**32.2. LIFE INSURANCE**

Employees who regularly work at least twenty (20) hours per week are eligible for basic life insurance coverage, which is a \$5,000 term policy with double indemnity for accidental death. The premiums for such plan will be shared in the same proportion as for other employees of the School Committee. Those employees who are eligible to participate in this plan and who wish to subscribe to it should contact the personnel administrator. At the discretion of the Employer, additional life insurance coverage may be made available.

**32.3.** Group insurance coverage will cease in the event that an employee's hours are reduced to fewer than twenty (20) per week.

**ARTICLE 33**

**EMPLOYEE COURSE BENEFITS**

**33.1. ADULT AND CONTINUING EDUCATION**

Building Service personnel may enroll in Adult and Continuing Education courses tuition waived on a space available basis.

**33.2. TUITION REIMBURSEMENT**

The sum of \$500 shall be available annually for tuition reimbursement for courses related to the employee’s assignment. Prior approval of the principal must be obtained to guarantee reimbursement. Half of the funds shall be available between the period of July 1<sup>st</sup> and December 31<sup>st</sup> and the period of January 1<sup>st</sup> and June 30<sup>th</sup>. Any funds left from the period of July 1<sup>st</sup> and December 31<sup>st</sup>, will transfer over as of January 1<sup>st</sup>. Any funds left as of June 30<sup>th</sup>, will be forfeited.

**ARTICLE 34**

**EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall become effective as of July 1, 2009 and shall remain in full force and effect until June 30, 2012 and thereafter for successive one (1) year periods unless either of the parties hereto on or before the sixtieth (60th) day next preceding the expiration of the above-stated period or any subsequent year of the existence of this Agreement shall notify the other party in writing of its desire to terminate, amend or modify the same.

WITNESS the execution hereof as of the day and year noted below.

**CONCORD SCHOOL SYSTEM**

**AFSCME, AFL-CIO**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Co-President, Local 1703

By \_\_\_\_\_  
Co-President, Local 1703

Date \_\_\_\_\_



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

## APPENDIX B

### WAGE RATE SCHEDULE

#### **Building Service Worker:**

The following building service worker hourly wage rate schedule are effective on the dates listed and as qualified by paragraph 7.4 of ARTICLE 7.

#### Hourly Rates

<u>Step</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>
1	\$15.66	\$16.26	\$16.96
2	16.39	16.99	17.69
3	17.15	17.75	18.45
4	17.94	18.54	19.24
5	18.80	19.40	20.10
6	19.67	20.27	20.97
<b>2nd Shift Differential:</b>	\$ 0.80	\$ 0.80	\$ 0.80

#### **Building Services Supervisor:**

<u>Step</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>
1	\$18.13	\$18.73	\$19.43
2	18.87	19.47	20.17
3	19.65	20.25	20.95
4	20.45	21.05	21.75
5	21.32	21.92	22.62
6	22.18	22.78	23.48
7	22.95	23.55	24.25
8	23.72	24.32	25.02
9	24.54	25.14	25.84