

**AGREEMENT BETWEEN**

**THE CONCORD SCHOOL COMMITTEE AND**

**THE CONCORD-CARLISLE REGIONAL SCHOOL**

**COMMITTEE AND**

**LOCAL 1703, STATE COUNCIL 93**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**MAINTENANCE**  
**2009-2012**

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**THIS AGREEMENT** is effective as of July 1, 2009 and is entered into by the Concord School Committee for the Concord Public Schools and the Concord-Carlisle Regional School Committee for the Concord-Carlisle Regional School District (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, the 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 Public Schools and the Concord-Carlisle Regional School District in the bargaining unit comprising all Maintenance employees as certified by the Massachusetts Labor Relations Commission. Excluded from the unit are the Manager of Facilities, the Maintenance Foreman, the Deputy Superintendent of Finance & Operations, and all professional employees and all other employees of the two school systems. 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 Employer 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; to make reasonable rules and regulations which do not conflict with the provisions of this Agreement; and generally to control and supervise the Employer’s operations and municipal affairs without hindrance or interference by the Union. No action taken by the Employer under this Article 2 shall conflict with the express provisions of the Agreement.

This Agreement shall in no way restrict the Employer in its sole discrimination 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 shall not be covered by this Agreement. 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

### UNION SECURITY

**3.1. 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.

**3.2. BULLETIN BOARD.** The Employer will provide a bulletin board to be placed in the Maintenance Shop 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.

**3.3. 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 4

### NO DISCRIMINATION

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

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

**4.3.** 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 that such employee shall receive the full protection of this Agreement.

## ARTICLE 5

### 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 6

### JOB CLASSIFICATIONS AND WAGE RATES

#### 6.1. DEFINITIONS OF EMPLOYEE

- A) **Probationary** employees are employees who have had less than six (6) 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.
- B) **Permanent** employees are employees who have had six (6) months or more of continuous service.
- C) **Full-time** employees are employees who are scheduled to work each day of the week and at least twenty five (25) hours per week and/or employees who are not scheduled to work each day of the week.

**6.2. 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.

**6.3. 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.

**6.4. WAGES.** The wage rate set forth in Appendix B shall be applicable as of the effective date of this Agreement set forth in Article 24 provided that for those employees who are employed on the effective date of this agreement such wage rate shall be as specified in Appendix B.

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 Superintendent if such a recommendation is initiated by the Manager of Facilities. An employee shall be informed of such a decision in writing, with the reasons so stated. The employee may ask for a review of his/her case within thirty (30) days of being so informed. His/her application should be made in writing to the Superintendent.

## **6.5 EVALUATION PROCEDURES**

The performance evaluation program for 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 six-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

## **EVALUATION FORM**

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

POSITION: \_\_\_\_\_

**I. WORK EFFECTIVENESS**

- A. Knowledge of job \_\_\_\_\_ Thorough grasp of all essentials  
\_\_\_\_\_ well informed  
\_\_\_\_\_ Sufficient for job  
\_\_\_\_\_ Improvement needed  
\_\_\_\_\_ Unsatisfactory
- B. Ability to \_\_\_\_\_ Exceptionally well organized and accurate  
organize work \_\_\_\_\_ Good systematic planning and accuracy  
\_\_\_\_\_ Sufficient for job  
\_\_\_\_\_ Improvement needed  
\_\_\_\_\_ Unsatisfactory
- C. Task Performance \_\_\_\_\_ Exceeds requirements  
\_\_\_\_\_ Fully meets requirements  
\_\_\_\_\_ Sufficient for job  
\_\_\_\_\_ Improvement needed  
\_\_\_\_\_ Unsatisfactory
- D. Initiative \_\_\_\_\_ Exceptionally resourceful  
\_\_\_\_\_ Generally resourceful  
\_\_\_\_\_ Requires moderate supervision  
\_\_\_\_\_ Requires close supervision  
\_\_\_\_\_ Unsatisfactory
- E. Technology \_\_\_\_\_ Exceeds requirements  
\_\_\_\_\_ Fully meets requirements  
\_\_\_\_\_ Sufficient for job  
\_\_\_\_\_ Improvement needed  
\_\_\_\_\_ Unsatisfactory  
\_\_\_\_\_ Not Applicable

COMMENDATIONS AND/OR RECOMMENDATIONS:

**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                                 |
|                              |       |  |
| B. <u>Reliability/</u>       | _____ | Outstanding                                    |
| <u>dependability</u>         | _____ | Better than average                            |
|                              | _____ | Sufficient for job                             |
|                              | _____ | Improvement needed                             |
|                              | _____ | Unsatisfactory                                 |
|                              |       |  |
| 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 NOT COVERED 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 7**

**HOURS OF WORK AND OVERTIME**

**7.1. WORK WEEK.** The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive. All employees shall be scheduled to work in a regular work shift and each work shift shall have a regular starting and quitting time; except for emergency situations, work scheduled shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. The regular work shift shall be from 7:00 AM to 3:30 PM EXCEPT during the summer school vacation. From the Monday after the last day for teachers through the Friday immediately preceding the first day for teachers of the next school year the regular work shift shall be from 6:30 AM to 3:00 PM. All maintenance workers' schedules shall provide for a fifteen (15) minute paid morning break, a thirty (30) minute lunch period, a ten (10) minute paid afternoon break and a ten (10) minute paid wash-up period at the end of the shift. Work schedules showing the employees' shifts, workdays and hours shall be posted in the maintenance building. There may be times when the Manager and the Employee, mutually agree, work of a specific nature may be scheduled at times other than the regularly scheduled workday. In such instances a shift differential shall be paid for all hours worked after the regular workday ends.

**7.2. OVERTIME.** Time and one-half shall be paid for all time worked in excess of eight (8) hours in one day or forty (40) hours in one week, and for all time worked on Saturdays 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 Holidays.** Employees who work on Sundays and holidays as specified in Article 8, will be paid double time.

**7.3.** When an employee is called in by the Employer to work overtime, which is not continuous with hours worked, his/her pay for the overtime, excluding travel time, shall not be less than his/her overtime rate for four (4) hours.

**7.4.** There shall be no pyramiding or duplication of premium for overtime pay.

**7.5.** The Employer may require employees to work a reasonable amount of overtime. An employee required to work overtime shall be permitted reasonable paid meal periods. Overtime shall be equally and impartially distributed among personnel in the bargaining unit. 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 the employee and the Union.

**7.6. COMPENSATORY TIME.** Maintenance employees who are required to work when the Superintendent closes the Central Administration Offices are entitled to straight-time, compensatory time for those hours worked when the offices are normally open. Employees who are not physically at work are not entitled to compensatory time.

**7.6.1.** All compensatory time will be taken in the same pay period it is earned as required by the Fair Labor Standards Act. In the event compensatory time can not be scheduled within the same pay period, overtime pay shall be awarded.

## **ARTICLE 8**

### **HOLIDAYS**

**8.1. ELIGIBILITY.** Every permanent and probationary employee who regularly works at least fifteen (15) hours per week shall be eligible for holiday pay in accordance with the following conditions:

- A) An employee must be scheduled to work and actually work the scheduled work day immediately preceding and immediately following such holiday.
- B) An employee will be considered to have worked any day required under subsection (A) above if he/she is on approved paid leave; i.e., sick leave, personal leave, bereavement leave, or vacation.

The terms “scheduled days” and “scheduled hours” as used herein shall mean the days and hours of the position held by the employee.

**8.2. RECOGNIZED HOLIDAYS.** The recognized holidays under this policy are:

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

Holidays which would be observed on Sunday shall be celebrated on Monday. Employees will be notified of building closing time for December 24 prior to that date.

**8.3.** 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 by agreement with the Manager.

**8.4.** When a paid holiday occurs on Saturday or Sunday and schools are in session on the preceding Friday or succeeding Monday the holiday will be paid at straight time.

**8.5.** Temporary and seasonal employees are not entitled to holiday pay.

## **ARTICLE 9**

## VACATION LEAVE

**9.1.** A probationary employee will automatically accrue five (5) days of vacation when he/she completes his/her probationary period and becomes a permanent employee. This accrued leave maybe 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.

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

End of probationary to end of 1st 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 2nd fiscal year to end of 4th fiscal year	10 days
End of 5th fiscal year to end of 9th fiscal year	15 days
End of 10th fiscal year to end of 19th fiscal year	20 days
End of 20th 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 leave.

No more than ten (10) vacation days may be carried from one 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.

**9.3. COMPUTATION.** Vacation leave shall be credited and charged on an hourly basis. 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.

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

**9.4.1** Vacation days may be taken only with the approval of the Employer. Such approval will not be arbitrarily withheld.

**9.5. 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 10**

### **SICK LEAVE**

**10.1.** Effective July 1, 1982 each permanent and each 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.

**10.2. WORKER'S COMPENSATION.** The Worker's Compensation Act has been accepted by the Employer as applied to all maintenance employees. An employee shall notify his/her immediate supervisor within twenty-four (24) hours after an accident occurs so that a Worker's Compensation report may be filed. An employee 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 him/her of his/her full salary or wages. An employee absent because of industrial accident who has exhausted his/her sick leave may use accrued vacation.

**10.3. PERSONS COVERED.** Sick leave shall be granted for personal illness or injury 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 working 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 Employer, will be paid by the Employer.

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

**10.5. DEATH OR RETIREMENT.** Upon retirement pursuant to the regulations of the Town of Concord Retirement System, each employee 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 and twenty-four (124) days of accumulated sick leave). This payment for unused sick leave will be made in one payment, unless the employee indicates in writing that payment shall be made in four (4) equal annual payments in January, commencing with the January following retirement.

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

Employees hired after June 30, 1982 shall not be entitled to the benefits of this section pertaining to sick leave buy back upon death/retirement.

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.

## **ARTICLE 11**

### **FUNERAL RELATED LEAVE**

An employee normally scheduled to work five (5) consecutive days per week shall be entitled to a maximum of five (5) working days off with pay for a death occurring in his/her immediate family. Immediate family shall be defined as mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, niece, nephew, stepchild, foster child, aunt, uncle or member of the employee's household. With the prior approval of the Manager, one working day may be granted for the death of a close friend. Compensation for time off under the terms of this article shall be calculated on the basis of the employee's scheduled hours times his/her regular hourly rate for each day of leave.

## **ARTICLE 12**

### **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. This shall apply only to the time lost by the employee during the regular work week.

## **ARTICLE 13**

### **LEAVE OF ABSENCE**

**13.1.** A leave of absence may be granted by the Superintendent after proper written application through the Manager of Building Service Workers and Maintenance. 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 (1) year or longer.

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

## **ARTICLE 14**

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

At the discretion of the Manager of Building Service Workers and Maintenance, 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 during the probationary period. One additional personal leave day maybe granted for each three (3) 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 Manager 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 Manager of Facilities and will be charged on an hourly basis.

## **ARTICLE 15**

### **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 16

### 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 Manager of Facilities within three (3) working days of the date of the grievance or his/her 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 Superintendent 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. No award may be retroactive for more than thirty (30) calendar days prior to the date the grievance was reduced to writing. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days following the hearing, and such decision as 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 Employer 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 to the job with all compensation and privileges that would have been due the employee as qualified in Step 4.

## **ARTICLE 17**

### **SENIORITY AND QUALIFICATIONS**

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

**17.2. 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.

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

- A) if 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 notifying the District;
- D) if the employee, having been laid off, fails to return to work within six (6) satisfactory 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.

**17.4. POSTING OF VACANCIES.** A vacancy in a classification, including a promotional vacancy, will be posted for bid. The 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 4:00 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.

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

## **ARTICLE 18**

### **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. The steps within this process shall normally be verbal warning, written warning, suspension, and termination. Disciplinary actions for offenses deemed to be severe may begin at any step in the 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 19**

## **LONGEVITY**

The purpose of the longevity pay is to reward employees for years of continuous service to the Employer. Each permanent, full-time employee shall be entitled to longevity pay in accordance with the following schedule:

In addition to any other remuneration for services rendered there shall be additions in the computations of pay for each permanent non-instructional employee of \$200 after five (5) years of continuous, full-time employment; \$375 after ten (10) years of such employment; \$600 after fifteen (15) years of such employment and \$900 after twenty (20) years of such employment.

In determining years of continuous service, an employee will be credited with years worked in other departments of the School System 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 Systems 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 in any anniversary year in which the employee is absent for six (6) or more months of that anniversary year.

Annual payment of longevity pay will be made in the month following the employment period required. Upon retirement of an eligible employee, a prorated longevity payment will be made to the employee. Upon the death of an eligible employee, a prorated longevity payment will be made to his/her estate.

## **ARTICLE 20**

### **EMPLOYMENT 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 Director of Human Resources and attached to the file copy of the statement or report.

## **ARTICLE 21**

### **DOCTOR'S CERTIFICATE**

An employee returning to work following absence for more than five (5) consecutive or intermittent repetitive 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. The cost of such certificate, if requested by the Employer, will be paid by the Employer.

## **ARTICLE 22**

### **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 23**

### **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. Arrangement for such purchase may be made with the Business Office.

## **ARTICLE 24**

### **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 25**

## **EMPLOYEE RESPONSIBILITIES**

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

- A) accept any gratuities of money or goods having a substantial value from any person dealing with the two (2) school systems in furnishing supplies, equipment or services.
- B) participate as an official representative of either of the two school systems 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 26**

### **EMPLOYEE COURSE BENEFITS**

**26.1. ADULT AND CONTINUING EDUCATION.** Maintenance personnel may enroll in Adult and Continuing Education courses tuition waived on a space available basis.

**26.2 REIMBURSEMENT.** The Employer will reimburse an employee for license fees that are required by his/her position. The Employer will also reimburse an employee for tuition for courses that are required for obtaining/renewing a required license.

## **ARTICLE 27**

### **MISCELLANEOUS**

**27.1. EXTREMES OF WEATHER.** Excluding work of an emergency nature, no outside work shall be required which jeopardizes the life or safety of a Maintenance employee. For the purpose of this Agreement, the word “emergency” means any and all work performed when such work could reasonably affect the lives and safety of students, other school employees, the public or school property.

**27.2. MILITARY LEAVE.** The Employer will comply with all state and federal laws with respect to mandatory military leave of absence. Employees who are required to perform active duty for training will do so during the months of July or August except when the necessity of the government makes other demands absolutely necessary. In such instances, they will be granted necessary leave with incremental pay, sufficient to assure income equal to his/her base pay for a minimum of two (2) weeks.

**27.3. OUTSIDE WORK.** The Employer shall not sub-contract out work which can normally be performed by employees within the bargaining unit for the sole purpose of avoiding the payment of overtime to members of the bargaining unit.

**27.4 SAFETY COMMITTEE CODE.** A safety committee composed of one (1) representative of the Union and one (1) supervisory personnel shall be appointed. Said committee shall appoint its own chairperson and meet regularly to review safety procedures. It may draw up a safety code which both parties to this Agreement agree to enforce.

**27.5 FOUL WEATHER GEAR AND 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 \$300 in FY 07; \$325 in FY 08; and \$350 in FY 09. Such work 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.

## **ARTICLE 28**

### **GROUP INSURANCE**

#### **28.1. 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 itself 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.

#### **28.2. 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 District. Those employees who are eligible to participate in this plan and who wish to subscribe to it should contact the Director of Human Resources. At the discretion of the Employer, additional life insurance coverage may be made available.

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

## **ARTICLE 29**

**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**

By \_\_\_\_\_

Date \_\_\_\_\_

**CONCORD-CARLISLE REGIONAL  
SCHOOL DISTRICT**

By \_\_\_\_\_

By \_\_\_\_\_  
Chairperson, Local 1703

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A**



## APPENDIX B

### WAGE RATE SCHEDULE

The following hourly wage rate schedules are effective on the dates posted below and as qualified by paragraph 6.4. of ARTICLE 6:

#### Maintenance - Hourly Rates

<u>STEP</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>
1	20.14	20.74	21.44
2	20.74	21.34	22.04
3	21.34	21.94	22.64
4	21.94	22.54	23.24
5	22.54	23.14	23.84
6	23.14	23.74	24.44
7	23.74	24.34	25.04
8	24.34	24.94	25.64
9	24.94	25.54	26.24
10	25.54	26.14	26.84
11	26.14	26.74	27.44

NOTE: In addition to the above scales, differentials will be paid as listed below:

	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>
Hydraulics	0.50	0.50	0.50
Electrician	0.80	0.80	0.80
Carpenter	0.80	0.80	0.80
Heat./Vent.	0.80	0.80	0.80
CDL Drivers*	0.45	0.45	0.45
Pesticide	0.00	0.00	0.00
2 <sup>nd</sup> Shift	0.80	0.80	0.80
3 <sup>rd</sup> Shift	1.05	1.05	1.05

The above employees are required to perform all assigned duties but will be paid the differential regardless of the tasks required.

\*CDL differential is the only differential that may be paid to an employee in addition to another differential.