

Agreement

between

**The Monomoy Regional
School Committee**

and



CTW-CLC

**Monomoy Regional School District
Custodians Association**

July 1, 2019 — June 30, 2022

Table of Contents

ARTICLE I — RECOGNITION.....	3
ARTICLE II — NONDISCRIMINATION.....	3
ARTICLE III — PAYROLL DEDUCTION OF UNION DUES & AGENCY SERVICE FEES	3
ARTICLE IV — COMMITTEE RIGHTS AND RESPONSIBILITIES	4
ARTICLE V — GRIEVANCE PROCEDURE	5
ARTICLE VI — DISCIPLINE AND DISCHARGE.....	8
ARTICLE VII — HOURS OF WORK AND OVERTIME.....	8
ARTICLE VIII — WORK ON OUTSIDE FUNCTIONS	9
ARTICLE IX — COMPENSATION.....	10
ARTICLE X — HOLIDAYS.....	11
ARTICLE XI — VACATIONS.....	12
ARTICLE XII — SICK LEAVE	13
ARTICLE XIII — BEREAVEMENT LEAVE	15
ARTICLE XIV — OTHER LEAVES OF ABSENCE	15
ARTICLE XV — UNIFORMS.....	16
ARTICLE XVI — PART-TIME EMPLOYEES	16
ARTICLE XVII — GROUP INSURANCE	17
ARTICLE XVIII — MISCELLANEOUS	17
ARTICLE XIX — SENIORITY	18
ARTICLE XX — JOB POSTING & BIDDING	19
ARTICLE XXI — DURATION	20
APPENDIX A - SALARY SCHEDULES.....	21

ARTICLE I — RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the Committee recognizes Service Employees International Union, Local 888, CTW-CLC, as the exclusive bargaining representative of the following employees of the Monomoy Regional School District, as set forth in the September 5, 2012 Certification of Written Majority Authorization issued by the Massachusetts Department of Labor Relations in Case No. MCR-12-1924:

All full-time and regular part-time custodians, lead custodians and maintenance persons who are employed by the Monomoy Regional School District, excluding the Facilities Director and all managerial confidential, casual and other employees.

ARTICLE II — NONDISCRIMINATION

Neither the Committee nor the Union shall discriminate against any employee on the basis of race, creed, color, religion, sex, gender identity, national origin, marital status, age, membership or non-membership in the Union.

ARTICLE III — PAYROLL DEDUCTION OF UNION DUES & AGENCY SERVICE FEES

“Dues Deduction

During the term of this Agreement, the Employer shall deduct from the employee’s pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Employee Rosters

Upon signing of this agreement, and bi-annually thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month.”

The Committee assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Committee harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Committee hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV — COMMITTEE RIGHTS AND RESPONSIBILITIES

The Committee is a public body established under and with powers provided by statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement the Committee retains all of the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made subject of a grievance proceeding hereunder.

Subject only to the express provisions of this Agreement, and M.G.L. c. 150E, the right and responsibility to operate, manage and control the public schools and educational activities and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee and/or Superintendent. These rights whether exercised or not, include without being limited to, all the rights and powers given to the Committee and/or Superintendent by law, the right to select, employ, test, train, assign, transfer, promote and direct the work of employees and to periodically evaluate and determine their qualifications; to organize the supervisory and custodial and maintenance staff and to establish, change and discontinue their duties including the right to introduce, change and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend or dismiss employees in the manner provided by law; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of employee benefits in excess of or in addition to those provided in this Agreement; to establish,

modify and enforce policies and regulations regarding conduct, facilities, discipline, schedules and safety regulations; to control, direct and change facilities and services for the use or benefit of the employees and all other rights pertaining to the operation and management of the schools and the establishment and change of conditions of employment not specifically given in this Agreement to the Union or to the employees provided, however, that none of the rights shall be exercised by the Committee or Superintendent contrary to any express provision of this Agreement. The failure by the Committee and/or Superintendent to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. The exercise by the Committee and/or Superintendent of any of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article V.

The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties. No change or modifications of this Agreement shall be binding on either the Union or the Committee unless reduced to writing as executed by the respective duly authorized representative. Nothing that occurred prior to July 1, 2012 will be regarded as a past practice that will bind the Committee or the District unless contained within this Agreement.

ARTICLE V — GRIEVANCE PROCEDURE

Section 1

Definition of a grievance. The term "grievance" shall include only those claims or disputes which allege a specific and direct violation of the express language of a specific provision of this Agreement. The purpose of the grievance procedure is to produce prompt and equitable solutions in an atmosphere of informality and confidentiality. Persons covered by this Agreement as well as the Union shall have the right to present a grievance.

Section 2

Grievances shall be presented in writing by the union steward and/or representative with or without the aggrieved party within ten (10) business days of the event or events giving rise to the grievance, or within ten (10) business days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or the events giving rise to the grievance. For purposes of this Article, the term "business days" shall be defined as excluding Saturdays, Sundays, and legal holidays.

A grievance shall be deemed waived if not presented in writing within the time limits specified in this Article, or if the action required to advance a grievance to the next step is not taken within the time limits specified in this Article, unless such time limits are extended by mutual agreement.

All grievance submissions at any level will be in writing and signed, and shall set forth the precise date, time and place of the grievance, the facts giving rise to the grievance, the specific section(s) of this Agreement alleged to be violated, and the requested remedy. In the event that a grievance affects a group or class of employees, the group or class of employees may request the Union to submit the grievance on their behalf commencing at Level One.

The Union may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

Section 3

Level One: Within ten (10) business days of the occurrence of the event(s) on which the grievance is based, the union steward and/or representative, with or without the aggrieved employee, shall present the written grievance to the building principal or his/her designee for purposes of discussion. The building principal or his/her designee shall respond in writing to the grievance within ten (10) business days of its submission at Level One.

Level Two: If the grievance is not disposed of at Level One to the employee's satisfaction, or if no decision has been rendered at Level One, the grievance shall be presented to the Superintendent of Schools or his/her designee within five (5) business days of the Level One answer or the date on which said answer is due. Where a grievance is not the responsibility of the building principal, it may be initiated at Level Two with the Superintendent. The Superintendent or his/her designee shall respond in writing to the grievance within ten (10) business days of its submission at Level Two.

Level Three: If the grievance is not satisfactorily disposed of by the Superintendent or his/her designee, or if no written decision has been rendered within ten (10) business days following presentation of the grievance to the Superintendent or his/her designee, the grievance shall be presented to the Committee within five (5) business days of the Level Two answer or the date on which said answer is due. The Committee will meet with the Union within ten (10) business days following receipt of the written grievance.

A grievance that pertains to the discipline, dismissal, assignment or evaluation of an employee cannot be processed to the School Committee at Level Three. If the Union desires to appeal the Superintendent's decision on a grievance pertaining to such matters, the grievance may be pursued to arbitration from Level Two.

Level Four: Arbitration

If at the end of fifteen (15) business days following the meeting with the Committee the grievance has not been disposed of to the satisfaction of the Union, the Union may submit the grievance to arbitration. Submission shall be to the American Arbitration Association, with a copy to the Superintendent. Such submission must be postmarked no later than twenty (20) school days following the date of the meeting with the Committee. The arbitration shall be

conducted in accordance with the rules of the American Arbitration Association, and the cost shall be shared equally by the Committee and the Union.

Section 4

The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he/she shall not have any authority to establish salaries or other forms of compensation. The arbitrator shall not have any authority to change the established salary schedule or other forms of compensation as provided in this Agreement, to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to make any decisions or award retroactive pay beyond the date on which the grievance was first filed at Level One.

Section 5

The arbitrator shall issue his/her written decision consistent with AAA rules to the Committee, and to the Union within thirty (30) days after the final submission. The decision shall be final and binding upon all parties.

Section 6

The costs for the services of the arbitrator shall be borne equally by the Committee and the Union. Each party shall pay its own expenses for the presentation of its case to the arbitrator.

Section 7

By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened.

Section 8

All documents, communications and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said employee.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department for any employee involved in presenting such grievance.

Section 9

Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

ARTICLE VI — DISCIPLINE AND DISCHARGE

Section 1 — A permanent, full-time employee covered by this Agreement, with more than twelve (12) months of continuous active service, shall not be discharged except for just cause. During the first twelve (12) months of continuous active service, an employee shall be considered a probationary employee, and may be disciplined or discharged without just cause. This probationary period may be extended beyond twelve (12) months by mutual agreement of the parties. It is understood that "just cause" shall include, but not be limited to, cases where periodic evaluations of a permanent employee's work show that he/she is not performing his/her job in a manner which the School Committee deems to be in the best interest of the District.

Section 2 — Any dispute concerning an employee who is disciplined or discharged and who has not completed a twelve (12) month probationary period shall not be the subject of a grievance or arbitration.

ARTICLE VII — HOURS OF WORK AND OVERTIME

Section 1 — All employees will be assigned to a shift with regular starting and ending times, to be determined by the Employer. Full-time employees shall work a regular workweek consisting of five (5) consecutive eight (8) hour days. Full-time employees shall be provided a thirty (30) minute paid meal period as part of the regularly scheduled work day, with the meal period scheduled as close to the middle of the work shift as possible. Employees shall remain on-call and available during their meal period and shall take their meal period at the work site. All employees shall also be provided a ten (10) minute rest period during each shift, said rest period to be taken as close to the middle of the first half of the shift as possible.

Section 2 — Whenever possible, a notice of two (2) weeks will be given to employees of any contemplated changes of work week and hours of work. Subject to the foregoing, and after discussion with the Union if so requested, the Committee reserves the right to make changes in existing work shifts as the needs of the District require. The Employer will institute a policy requiring Employees to record and submit verification of actual hours worked and daily starting and ending times. Such policy may include the use of time clocks, signed weekly time sheets, or other such means as the employer determines.

Section 3 — All work performed in excess of forty (40) hours in a workweek shall be compensated at the overtime rate of time and one-half the employee's regular rate of pay.

Scheduled overtime work shall be distributed fairly and equitably by seniority **on a rotating basis with the part-time employees following the fulltime employees on the same list**, within each school building among all employees qualified to perform such work. **If an employee refuses an overtime shift, that employee will be moved to the bottom of the rotation as if they had worked an overtime shift.** If no employee in a given building accepts an overtime assignment in that building, it will be offered to other members of the bargaining unit, **from a district-wide seniority list** on a rotating **seniority** basis. Where an insufficient number of employee's volunteer for overtime work, the Employer may require employees to perform reasonable amounts of overtime as the needs of the District require.

Section 4 — An employee shall be paid a minimum of three (3) hours pay at the rate of time and one-half for emergency "call-ins." Alarm calls are considered emergency "call-ins" and overtime for such calls will be distributed in a fair and equitable manner whenever possible, with the understanding that the lead custodian in each building will be the primary contact for emergency call-ins in that building. As used herein, a "call-in" means an employee is summoned from his/her home to work in an emergency, performs the required work, and returns home after completion of the emergency work.

ARTICLE VIII — WORK ON OUTSIDE FUNCTIONS

Employees who work on Town of Harwich, Town of Chatham, and Monomoy Regional Public Schools student functions that are staged within the Monomoy Regional School complexes shall be paid at the rate of time and one-half for such time outside of their regularly scheduled hours of work. Work for other functions staged within the Monomoy Regional School complexes which are not Town of Harwich, Town of Chatham, or Monomoy Regional Public Schools student functions will be paid at the rate of **\$40.00** per hour. The Business Manager shall make the final determination as to whether an event constitutes a Town of Harwich, Town of Chatham, or Monomoy Regional Public Schools student function, and his/her decision shall not be subject to the grievance and arbitration process. Where a function is scheduled for a period of eight (8) hours or more, reasonable efforts should be made to divide any necessary overtime work among two (2) custodians; with the understanding that this provision will not override the principal of fair and equitable distribution of overall overtime set forth in Article VII, Section 3.

ARTICLE IX — COMPENSATION

Section 1 — The salary schedules as set forth in Appendix A attached hereto are hereby made a part of this Agreement.

CUSTODIANS

Effective July 1, 2019, place all Custodians on the attached salary schedule.

Effective July 1, 2020, move all Custodians up one (1) step on the attached salary schedule if available.

Effective July 1, 2021, move all Custodians up one (1) step on the attached salary schedule if available.

LEAD CUSTODIANS

Effective July 1, 2019, move all Lead Custodians up one (1) step on the attached salary schedule if available.

Effective July 1, 2020, move all Lead Custodians up one (1) step on the attached salary schedule if available.

Effective July 1, 2021, move all Lead Custodians up one (1) step on the attached salary schedule if available.

Custodians and Lead Custodians who do not move up one (1) step on the attached salary schedule will move across at the same step.

Effective July 1, 2016, delete Step 1, Step 2 and Step 3 on the current Salary Schedule.

Effective July 1, 2016, Custodians who received a 2% Step increase on July 1, 2016, shall receive a 2% increase.

Effective July 1, 2016, Custodians who did not receive a 2% Step increase on July 1, 2016, shall receive a 4% increase retro.

Effective July 1, 2016, all Lead Custodians shall receive a 4% increase.

Effective July 1, 2017, the starting rate for custodians will be \$17.05 per hour, which will increase by 3% (to \$17.56) effective July 1, 2018.

Effective July 1, 2017, all Custodians shall receive a 3% increase.

Effective July 1, 2017, all Lead Custodians shall receive a 4% increase.

Effective July 1, 2018, the starting rate for custodians will be \$17.21 per hour.

Effective July 1, 2018, add a new Step 2 at a rate of 17.56 per hour

Effective July 1, 2018, all Custodians shall receive a 3% increase.

Effective July 1, 2018, all Lead Custodians shall receive a 4% increase.

Section 2 — Full-time employees shall be eligible for longevity payments in accordance with the following schedule:

Effective July 1, 2016, amend Article IX, Compensation, Longevity as follows:

After completion of nine (9) years	\$ 800
After completion of fourteen (14) years	\$1,000
After completion of twenty-four (24) years	\$1,500

Effective July 1, 2018, increase Article IX, Compensation, Longevity, as follows:

After completion of nine (9) years	\$ 900
After completion of fourteen (14) years	\$1,100
After completion of nineteen (19) years	\$1,300
After completion of twenty-four (24) years	\$1,600

Section 3 — Employees shall receive a Night Shift Differential of **\$0.85** per hour for every regularly scheduled hour worked between the hours of 2:00 p.m. and 10:00 p.m.

ARTICLE X — HOLIDAYS

Section 1 — The following days shall be paid holidays for employees covered by this Agreement:

New Year's Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday (if school is not in session)	Day after Thanksgiving
Patriot's Day	Christmas Eve Day
Memorial Day	Christmas Day

Independence Day

Section 2 — If a holiday falls on an employee's regular workday, he/she shall receive time off without loss of pay provided he/she is not absent the scheduled work days preceding and following the holiday unless said absence is because of illness or other justified reason, to be determined by the Superintendent.

Section 3 — Employees required to work on Sunday or on any holidays recognized in this Article shall receive, in addition to his/her regular weekly compensation, double time for each hour worked.

ARTICLE XI — VACATIONS

Section 1 — Full-time employees working a twelve (12) month year shall earn vacation in accordance with the following schedule:

After one (1) year—two (2) weeks
After five (5) years — three (3) weeks
After ten (10) years — four (4) weeks
After twenty (20) years — five (5) weeks

Section 2 — Vacations are to be scheduled during school vacations whenever possible and will be subject to the approval of the Superintendent or designee and should be requested two weeks prior to the date of use (exceptions will be considered). If more than one (1) employee requests the same vacation period and the department head determines that only one (1) such leave can be approved, seniority shall be the determining factor based upon length of service. However, once an employee's vacation request has been approved, such approval shall not be rescinded in favor of a more senior employee who submits a later request for the same vacation period.

Section 3 — Employees are not eligible to use any vacation until it has been earned. All vacation time will be available on the first day of the fiscal year. Vacation time must be taken, in accordance with the conditions set forth above, within the year in which it is earned. A maximum of one (1) week of vacation may be carried over from one year to the next, subject to the written approval of the Business Manager, which approval will not be unreasonably denied. Vacation days which are carried over must be used within the first six (6) months of the following fiscal year, or be forfeited.

Section 4 — Employees who are eligible for vacation and whose services are terminated by dismissal through no fault or delinquency of their own, by retirement, by voluntary resignation

with two weeks' written notice, or by entrance into the armed services shall be paid an amount equal to their unused vacation.

ARTICLE XII — SICK LEAVE

Section 1 — Sick leave may be used for personal illness or the illness of a member of the immediate household. Employees shall earn sick leave at the rate of one and one-half (1.5) days per month for each month actually worked up to a maximum of eighteen (18) days per year. Unused sick leave may be accumulated from year-to.-year up to a maximum of one hundred **eighty (180)** days. Sick leave accumulated prior to this Agreement shall continue to accumulate.

Section 2 — If an employee has received both an oral and a written warning concerning his sick leave record, the Superintendent or designee may require the employee to submit a physician's certificate in future absences for sickness prior to paying the employee for said absence. If a pattern of sick leave abuse exists, of which the employee has been warned, the employer may take appropriate disciplinary action including, but not limited to, suspension or discharge.

Section 3 — Upon reaching Barnstable County Retirement Plan minimum retirement age of 55 years and after having served a minimum of five (5) years of continuous full-time employment for the Harwich School Department, Chatham School Department, or Monomoy Regional School District as a member of the bargaining unit, the employee may be eligible for payment of unused sick days at the daily rate of said employee's last yearly salary based on the following schedule:

- Five (5) to ten (10) years of service: **fifty percent (50%)** of unused sick days to a maximum of fifteen (15) days.
- Ten (10) to fifteen (15) years of service: sixty-five percent (65%) of unused sick days to a maximum of twenty-five (25) days.
- Fifteen (15) years of service or more: ninety-five percent (95%) of unused sick days to a maximum of thirty-five (35) days.

To be eligible for this benefit, written notice of intent to retire must be given by October 1 of the fiscal year prior to retirement. If less notice is given, the committee may defer payment of unused sick days until after the following fiscal year. This benefit is payable upon retirement from the Monomoy Regional School District or, if deferred because of failure to meet the earlier than October 1 notice requirement, payable on the first pay period of the next fiscal year.

Section 4 — (Pending acceptance of M.G.L. c. 152, § 69) The District will provide workers' compensation insurance for its employees. Whenever an employee is absent from work as a result of personal injury which is compensable under workers' compensation, the employee may choose to supplement the workers' compensation payments by drawing upon their accumulated sick leave in amounts that will allow the employee to receive his/her regular rate of compensation.

Section 5 — Employees who use less than five (5) sick days in a fiscal year (July 1 — June 30) are eligible for a sick leave bonus payment of \$100, to be paid at the conclusion of the fiscal year.

Section 6 — Sick Leave Bank

- A. Effective upon ratification of this Agreement, a Sick Leave Bank for use by eligible employees covered by this Agreement who have exhausted their own sick leave and who have serious illness will be established. Members will have the option to join the Sick Leave Bank by donating two sick days from their accrued sick leave. All new members of the Sick Leave Bank shall donate an additional one (1) day on July 1 of the next two (2) successive years after they join the Sick Leave Bank.
- B. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) days.
- C. Upon completion of the fifteen (15) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The total amount of days allocated may not exceed 45 days in any one year.
- D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members: two (2) members from the Administrative staff and two (2) participating members of the Union. In the event of a tie vote by the Sick Leave Bank Committee, the decision to allow use of the Sick Leave Bank shall be in favor of the applicant. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. Decisions of the Sick Leave Bank Committee are final and binding and not subject to appeal or the grievance-arbitration procedure. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave:
 - (1) Adequate medical evidence of serious illness;
 - (2) Prior utilization of all eligible sick leave;
 - (3) Length of service within the district;

(4) Projected ability to repay borrowed days combined with anticipated continued length of service with the district.

- E. For employees who have reached maximum sick leave accumulation, donations to the Sick Leave Bank shall not result in a reduction of already accumulated sick leave, only as it applies to eligibility for retirement buyout.
- F. When unused sick leave bank days reach fifty (50) days, all employees covered by this Agreement will be assessed one day which will be deducted from their annual sick leave allowance. The maximum amount of sick days in the Sick Bank shall not exceed 180 days.
- G. Individuals granted sick days from the Sick Leave Bank must repay the Sick Bank at the rate of five (5) days per year.

Section 7 - In the event of an employee's death, accrued vacation benefits and any other contractual benefit which would have been due to the employee upon separation from employment will be paid to the employee's estate.

ARTICLE XIII — BEREAVEMENT LEAVE

Employees will be entitled to bereavement leave of up to five (5) days at any one time in the event of a death of an employee's spouse, child, parent, parent-in-law, daughter-in-law, son-in-law, sibling, grandparent or domestic partner. In addition, at the Superintendent's discretion, bereavement leave of up to five (5) days may be granted in the event of a death not included in the above categories. Additional days may be granted at the Superintendent's discretion. An employee shall apply for bereavement leave as soon as possible.

ARTICLE XIV — OTHER LEAVES OF ABSENCE

Section 1 — Jury Duty — An employee who is required to serve on a jury shall be granted leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefore, the Committee will pay such employee the difference between any payments received for jury duty, and the employee's regular pay.

Section 2 — Military Leave — Military leave will be granted in accordance with applicable Federal or State law.

Section 3 — Personal Days — Employees shall be granted three (3) personal days annually, with pay. Personal days are to be used to conduct business of a personal nature that cannot be

conducted during non-working hours. Personal days may not be taken on the day before or after a holiday or on the day before or after the employee's vacation without the approval of the Superintendent or his/her designee. With the exception of emergencies, forty-eight (48) hours' notice to the employee's supervisor is required for the use of personal days.

ARTICLE XV — UNIFORMS

The Committee will supply the following clothing to the employees with the understanding that the uniforms provided must be worn by all employees daily:

- Five (3) long-sleeved shirts;
- Five (3) short-sleeved shirts;
- Four (4) tee shirts;**
- Five (5) pair of trousers;
- One (1) **monogramed** 3-season jacket (every three years)
- One (1) **monogramed** winter parka (every three years)
- Management will provide appropriate rain gear, slicker and pants, as needed.**

During the summer months, when school is not in session, employees will be permitted to wear approved shorts.

Additionally, employees will be paid one hundred seventy-five dollars (\$175) annually as a work shoe allowance. The employee must submit proof of purchase (receipts) prior to May 1st of each year. In the case of a new employee, shoes must be purchased within two (2) weeks of the official date of hire. Sneakers do not constitute "work shoes" within the meaning of this Article.

ARTICLE XVI — PART-TIME EMPLOYEES

Part-time employees covered by this Agreement shall have longevity payments, sick leave, holiday leave, personal days, vacation leave, jury duty and military leave benefits pro-rated based upon the proportion their hours to be worked in the year bears to the hours worked in a year by a full-time employee. Part-time employees are eligible for uniforms. Part-time employees working a sufficient number of hours to be placed under the group health and life insurance plan shall be eligible to receive such insurance coverage.

ARTICLE XVII — GROUP INSURANCE

Section 1 — The District's contribution to the health, vision and dental plans shall be seventy (70) percent and the employee shall pay thirty (30) percent effective July 1, 2013. Any unit member who chooses to take the Master Health Plus Plan offered through the Cape Cod Municipal Health Group (CCMHG) shall pay fifty (50) percent of the premium and the District shall pay fifty (50) percent. Prior to that date, unit members who had been employed in Chatham will pay the percentage rates that have been in effect in Chatham, while unit members who had been employed in Harwich, as well as members hired after July 1, 2012, will pay the percentage rates that had been in effect in Harwich.

Section 2 — Effective on January 1, 2013, upon retirement from the Monomoy Regional School District, a bargaining unit member may, at his/her option, be included in the health, vision and dental plans of the District. The District shall pay seventy (70) percent and the unit member shall pay thirty (30) percent. Any retiree who chooses to take the Master Health Plus Plan offered through the Cape Cod Municipal Health Group (CCMHG) shall pay fifty (50) percent of the premium and the District shall pay fifty (50) percent.

ARTICLE XVIII — MISCELLANEOUS

Section 1 — Prior to the commencement of employment, all applicants for a position covered by this Agreement must submit to a physical examination by a physician approved by the Superintendent of Schools and receive said physician's certification that he/she is physically fit to perform the duties of the position applied for. Non-approval by the physician shall preclude employment by the School Committee in the position applied for. The cost of said physical examination shall be borne by the prospective employee-applicant.

Section 2 — Safety — the School Committee shall continue to maintain such safe and sanitary conditions as are necessary to protect the health and welfare of its employees. Employees are expected to perform their work in a safe manner which does not create undue risk to the health and safety of themselves, their co-workers, staff, students, and members of the public. Adequate first aid protection shall be made available to all employees during the school day on the same basis as provided to students.

Section 3 — Neither the Union nor any employees, either individually or collectively, shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of

services of any employees, either collectively or individually. Any employee covered by this Agreement who violates the provisions of this Section shall be subject to disciplinary action.

Section 4 — Bulletin Boards — Announcements of Union meetings and other Union activities may be posted on bulletin boards at agreed-upon locations. The parties to this Agreement agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 5 — If any law, judicial order, or administrative order or ruling so restricts or affects performance of this Agreement or any provision thereof so as to make performance impossible or, in the opinion of the School Committee, unduly burdensome, then the Committee may at its option terminate the affected provisions of the Agreement by written notice to the Union, and thereupon commence negotiations in good faith for new provisions in those areas affected.

Section 6 — A written list of Union Stewards and other representatives shall be furnished to the School Committee immediately after their designation and the Union shall notify the Committee of any changes. Where Steps 1 through 3 of the grievance procedure take place during the aggrieved employee's regular shift the Committee will not deduct pay for reasonable time spent by the Steward and grievant.

Section 7 — The Committee shall provide annual training to employees on CPR, First Aid, and other relevant topics on a regularly scheduled work day without loss of pay.

Section 8 — The union may utilize a total of five (5) days of paid leave per year for union business. Use of these days is subject to the approval of the Superintendent or her/his designee, upon request by the Chapter Chair with at least five (5) days advance notice.

ARTICLE XIX — SENIORITY

Section 1. — An employee's seniority shall be equal to his/her length of continuous service measured from the date of appointment to a bargaining unit position but rights of seniority will not begin until after twelve (12) months. After twelve (12) months of continuous employment, seniority rights will revert to the date of original appointment. Previous service in the employ of the Chatham School Committee or Harwich School Committee shall be included in calculating an employee's seniority date, so long as such service was in a position included in the current bargaining unit.

Section 2 — Where the Superintendent determines that the qualifications of employees, including ability, training & skill, dependability, and other relevant qualities, are equal, the principle of seniority shall be applied within job classifications in cases of layoff, involuntary transfer, and reassignment.

ARTICLE XX — JOB POSTING & BIDDING

When a position covered by this Agreement becomes vacant or a new vacancy occurs, the Employer shall first determine whether there is a need to fill said vacancy. Where the Employer determines the vacancy will be filled, the job will be posted in a conspicuous place in each building, and will be transmitted to the Chapter Chair. The posting will list the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. Interested employees shall apply in writing during this seven (7) calendar day period.

In filling such vacancies, full consideration will be given to qualified applicants already employed by the School Department. All current employees who apply for a position shall be granted an interview. But nothing in this section shall be construed so as to infringe upon the Superintendent's prerogative to fill the vacancy with the applicant of his/her choice. Nothing in this agreement shall restrict the Superintendent from hiring outside the school system. If a member of the bargaining unit applies for a position and is not selected, the Superintendent, if requested by the unit member, will meet with the member and explain the reasons for the selection. The filling of vacancies under this Article shall not be subject to the grievance and arbitration procedure.

If the successful applicant is a member of the bargaining unit, he or she will be given a thirty (30) working day trial and training period in the new position, at the applicable rate of pay. The Employer reserves the right to return the employee to his/her old position and rate at the end of this thirty (30) working day period if, in the sole judgment of the Employer, the employee is not performing the position satisfactorily. The thirty (30) working day trial and training period may be extended by mutual agreement.

ARTICLE XXI — DURATION

This Agreement shall take effect upon execution by both parties, and shall remain in effect until **June 30, 2022**.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives as of the day and year below written.

Monomoy Regional School Committee

Monomoy School Custodians, SEIU Local 888

Brenda Rodrigues, President

**APPENDIX A - SALARY
SCHEDULES**

Lead Custodians

	FY20 Hourly 2% increase	Annual	FY21 Hourly 2% increase	Annual	FY22 Hourly 2% increase	Annual
Step 1	\$ 26.48	\$ 55,078.40	\$ 27.01	\$56,180.80	\$27.55	\$ 57,304.00
Step 2	\$ 27.27	\$ 56,721.60	\$ 27.82	\$57,865.60	\$28.38	\$ 59,030.40
Step 3	\$ 28.09	\$ 58,427.20	\$ 28.65	\$59,592.00	\$29.23	\$ 60,798.40

Custodians

	FY20 Hourly 1% increase	Annual	FY21 Hourly 1% increase	Annual	FY22 Hourly 1% increase	Annual
Step 1 4% increase	\$ 17.38	\$ 36,150.40	\$ 17.56	\$36,524.80	\$17.73	\$ 36,878.40
Step 2 4% increase	\$ 18.08	\$ 37,606.40	\$ 18.26	\$37,980.80	\$18.44	\$ 38,355.20
Step 3 4% increase	\$ 18.80	\$ 39,104.00	\$ 18.99	\$39,499.20	\$19.18	\$ 39,894.40
Step 4 4% increase	\$ 19.55	\$ 40,664.00	\$ 19.75	\$41,080.00	\$19.95	\$ 41,496.00
Step 5 4% increase	\$ 20.33	\$ 42,286.40	\$ 20.54	\$42,723.20	\$20.74	\$ 43,139.20
Step 6 4% increase	\$ 21.15	\$ 43,992.00	\$ 21.36	\$44,428.80	\$21.57	\$ 44,865.60
Step 7 4% increase	\$ 21.99	\$ 45,739.20	\$ 22.21	\$46,196.80	\$22.44	\$ 46,675.20
Step 8 4% increase	\$ 22.87	\$ 47,569.60	\$ 23.10	\$48,048.00	\$23.33	\$ 48,526.40
Step 9 4% increase	\$ 23.79	\$ 49,483.20	\$ 24.03	\$49,982.40	\$24.27	\$ 50,481.60
Step 10 4% increase	\$ 24.74	\$ 51,459.20	\$ 24.99	\$51,979.20	\$25.24	\$ 52,499.20

Annual salary based on a 40 hour week, 52 weeks per year

MEMORANDUM OF AGREEMENT
between the
MONOMOY REGIONAL SCHOOL COMMITTEE
and the
MONOMOY REGIONAL SCHOOL DISTRICT CUSTODIANS ASSOCIATION,
SEIU, LOCAL 888

May 1, 2014

The Negotiating Subcommittees of the Monomoy Regional School Committee ("the Committee"), and the Monomoy Regional School District Custodians Association, SEIU, Local 888 ("the Association"), both acting subject to the ratification of this Memorandum of Agreement by their respective full memberships, hereby mutually agree to the terms and conditions set forth in the attached contract document for an initial Collective Bargaining Agreement that will be in effect from July 1, 2013 to June 30, 2016. The following principles will govern the implementation of the Collective Bargaining Agreement:

1. Lead Custodian Positions: Lead Custodian positions will be posted and all employees will have the opportunity to apply for such positions. After the Lead Custodian positions are filled, the Committee will make any necessary reassignments of Custodial staff in accordance with the collective bargaining agreement. Where consistent with the needs of the District, the Committee will seek to utilize voluntary transfers prior to involuntary transfers.

2. Wages:
 - a. Custodians who did not receive a wage increase for Fiscal Year 2014 shall be placed on the new salary schedule in Appendix A of the attached contract document at the step for which the hourly rate of pay is closest to the employee's current rate of pay, while still representing an increase. This placement shall be retroactive to July 1, 2013, and such employees shall be eligible to advance one step on the salary schedule effective July 1, 2014. The employees who will be so placed are listed below, along with their new step and hourly rate.

<u>Employee</u>	<u>New Step</u>	<u>New Hourly Rate</u>
	(Retroactive to July 1, 2013)	
Erik Eckman	Step 12	\$19.21
Clarence Crowell	Step 12	\$19.21
Roland Fortin	Step 12	\$19.21
Robert Donovan	Step 16	\$20.79
Kevin Oakley	Step 16	\$20.79
Timothy Pedersen	Step 16	\$20.79
James Wilcox	Step 16	\$20.79
Kenneth Birtwell	Step 16	\$20.79
Chuck Potter	Step 16	\$20.79

- b. Custodians who did receive a wage increase for Fiscal Year 2014 shall not receive any additional increase during Fiscal Year 2014. These employees shall remain at their current hourly rate of pay until July 1, 2014, at which time they will be placed on the new salary schedule in Appendix A of the attached contract document at the step for which the hourly rate of pay is closest to the employee's current rate of pay, while still representing an increase. The employees who will be so placed are listed below, along with their current rate of pay, new step, and new hourly rate.

Employee	Current Rate	New Step	New Hourly Rate
			(Effective July 1, 2014)
Robert Looney	\$15.82	3	\$16.07
Ryanna Caivano	\$17.88	9	\$18.10
Richard Forgeron	\$17.88	9	\$18.10
David Devlin	\$18.50	11	\$18.83
Christopher Johnson	\$19.50	13	\$19.59
Gary Garbitt	\$19.93	14	\$19.99

- c. Former maintenance/custodian employee Richard Sirois shall have the opportunity (like all other employees) to apply for a Lead Custodian position. If Mr. Sirois applies for a Lead Custodian position and is not awarded the position, then he will be offered a Custodian position, and he will be placed on the new salary schedule in Appendix A of the attached document at Step 18 (\$21.79/hr), effective upon ratification of this agreement. Mr. Sirois will not receive any retroactive pay. If Mr. Sirois does not apply for a Lead Custodian position, he will be offered a Custodian position, and will be placed on the new salary schedule at Step 13 (\$19.59/hr), effective July 1, 2014.
- d. The four employees currently serving as Lead Custodians (Christopher Johnson, Clarence Crowell, Chuck Potter, and James Wilcox) shall have the opportunity (like all other employees) to apply for a Lead Custodian position. If any of these four individuals apply for a Lead Custodian position and are not awarded the position, then they will be offered a Custodian position, and will be placed on the new salary schedule in accordance with paragraph 1.a. or 1.b, above. In addition, the employee shall be "held harmless" for the loss of his Lead Custodian stipend as follows:

- i. An employee's "total lead compensation" will be calculated by adding the employee's current Lead Custodian Stipend (\$2,444 or \$1,800) to the employee's base annual compensation for Fiscal Year 2014 (base hourly rate prior to the ratification of this agreement multiplied by 2,080 hours).

Example: Hourly Rate prior to ratification = \$19.50, Lead Stipend = \$2,444;
 Total Lead Compensation = (\$19.50 x 2,080) + \$2,444 = \$43,004

- ii. Beginning in Fiscal Year 2015, the employee shall receive a supplementary payment in an amount which, when added to the employee's base annual compensation for FY2015 (calculated as the employee's FY15 hourly rate multiplied by 2,080 hours), equals the employee's Total Lead Compensation for FY2014 as defined above.

Example: Total Lead Compensation = \$43,004; FY15 Hourly Rate = \$19.59;
FY15 Supplementary Payment = \$43,004 — ($\$19.59 \times 2,080$) = \$2,256.80

- iii. The employee shall continue to receive a supplementary payment in the manner set forth in subparagraph ii., with the supplementary payment decreasing each year in an amount equivalent to the increase in the employee's base annual compensation for said year, for as long as the employee remains continuously employed in a Custodian position. When the employee's base annual compensation for a given year increases to the point that it will equal or exceed his FY2014 Total Lead Compensation (as calculated in subparagraph i.), the employee will no longer receive any supplementary payment.
- iv. If an employee receiving a supplementary payment under this paragraph is promoted to a Lead Custodian position, he will cease to receive any further supplementary payments.
- v. Any current Lead Custodian who does not apply for a Lead Custodian position will be offered a Custodian position and will be placed on the new salary schedule in accordance with Paragraph 1.a. or 1.b. but will not be eligible for any supplementary payments under this provision.

3. Effective Date of Other Terms:

- a. All non-economic terms and conditions of the collective bargaining agreement shall take effect upon ratification by both parties.
- b. The following economic terms and conditions of the collective bargaining agreement shall take effect upon ratification by both parties:
 - i. Article VII — Overtime
 - ii. Article VIII —Work on Outside Functions
 - iii. Article X — Holidays
 - iv. Article XII —Sick Leave
 - v. Article XIII — Bereavement Leave
 - vi. Article XIV — Other Leaves of Absence
 - vii. Article XVII — Group Insurance
- c. The following economic terms and conditions of the collective bargaining agreement shall take effect as of July 1, 2014:
 - i. Article IX, Sections 2 & 3 — Longevity & Night Shift Differential
 - ii. Article XI, Section 1—Vacation Allotment
 - iii. Article XV — Uniforms
 - iv. Article XVII I, Sections 7 & 8 — CPR/First Aid Training & Union Business Leave

d. The retroactive wage increases outlined in Paragraph 2.a. above shall be the only retroactive payments under this agreement.

WHEREFORE, intending to be bound, the parties have executed this Agreement as of this _____ day of May, 2014.

For the MONOMOY SCHOOL COMMITTEE:

R. Terence Busall

For SEIU Local 888, Monomoy Regional
School District Custodians Association:

John McCarty

Clara Camp

Ann Duran

[Signature]