

SETTLEMENT AGREEMENT

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

**AFL-CIO, STATE COUNCIL 93, LOCAL 708
CUSTODIAL AND MAINTENANCE WORKERS**

July 2017 (wages)

and

July 1, 2018- June 30, 2021

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 708
CUSTODIAL AND MAINTENANCE WORKERS**

July 2017 (wages)

and

July 1, 2018- June 30, 2021

TABLE OF CONTENTS
CHELSEA SCHOOL COMMITTEE AND LOCAL 708

		<u>Page</u>
ARTICLE I	RECOGNITION.....	1
ARTICLE II	DEFINITIONS.....	2
ARTICLE III	UNION SECURITY.....	3
ARTICLE IV	NONDISCRIMINATION.....	4
ARTICLE V	MANAGEMENT RIGHTS.....	5
ARTICLE VI	NO STRIKE CLAUSE.....	6
ARTICLE VII	SENIORITY.....	7
ARTICLE VIII	VACANCIES.....	8
ARTICLE IX	REDUCTIONS IN FORCE.....	9
ARTICLE X	GRIEVANCE AND ARBITRATION PROCEDURE.....	10
ARTICLE XI	HOURS OF WORK AND OVERTIME.....	12
ARTICLE XII	PART TIME EMPLOYEES.....	14
ARTICLE XIII	LONGEVITY.....	15
ARTICLE XIV	CLOTHING ALLOWANCE.....	16
ARTICLE XV	HOLIDAYS.....	17
ARTICLE XVI	VACATIONS.....	19
ARTICLE XVII	BEREAVEMENT LEAVE.....	22
ARTICLE XVIII	SICK LEAVE.....	23
	FMLA.....	25
ARTICLE XIX	PERSONAL LEAVE.....	27
ARTICLE XX	MATERNITY LEAVE.....	28
ARTICLE XXI	JURY LEAVE.....	28
ARTICLE XXII	WORKERS' COMPENSATION.....	29
ARTICLE XXIII	HEALTH INSURANCE.....	30
	OPT-OUT PROGRAM.....	30
ARTICLE XXIV	HEALTH AND SAFETY.....	31
ARTICLE XXV	ACCESS TO PERSONNEL FILES.....	32
ARTICLE XXVI	MISCELLANEOUS ITEMS.....	33
ARTICLE XXVII	WAGES.....	34
ARTICLE XXVIII	STEP ADVANCEMENT.....	35
ARTICLE XXIX	EVALUATION OF EMPLOYEES.....	36
ARTICLE XXX	TUITION REIMBURSEMENT	37
ARTICLE XXXI	DRUG AND ALCOHOL POLICY.....	38
ARTICLE XXXII	UNION LEAVE.....	39
ARTICLE XXXIII	STABILITY OF AGREEMENT -EFFECT OF AGREEMENT.....	40
ARTICLE XXXIV	DURATION.....	41
APPENDIX A	CLASSIFICATIONS.....	42
APPENDIX B	WAGE SCHEDULE.....	43
APPENDIX C	SHIFT LEAD PERSON.....	47
APPENDIX D	STIPENDS FOR LICENSES.....	48
APPENDIX E	ASSISTANT TO SR. BUILDING CUSTODIAN	49
APPENDIX F	EVALUATION REVIEW BOARD.....	51

WITNESSETH

WHEREAS, it is the desire of the Employer and the Union to establish and maintain mutual understanding, cooperation, and harmonious relationships between them;
NOW, THEREFORE, in consideration of the premises and the mutual promises and commitments herein contained, the parties hereto do hereby agree as follows:

ARTICLE I
RECOGNITION

Section 1. Subject to any applicable provisions of State or Federal law or regulation now in effect or which becomes effective during the term of this Agreement, the Chelsea School Committee recognizes LOCAL 708, A CHAPTER OF STATE COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFLCIO, as the sole and exclusive bargaining agent for matters covered by Chapter 150E of the General Laws for all full-time and regular part time (regularly scheduled to work twenty (20) or more hours per week) custodians, cleaners and maintenance workers employed by the Chelsea School Committee, excluding all managerial, confidential, casual and all other employees. This agreement is applicable to all employees holding positions listed in Appendix A.

ARTICLE II
DEFINITIONS

Unless the context indicates a different meaning, as used in this Agreement, the following words are defined as follows:

Section 1. "Employee" or "employees" means a person(s) employed by the School Department in the bargaining unit covered by this Agreement.

Section 2. "Employer" as used in this Agreement refers to the public employer, the Chelsea School Committee.

Section 3. "Work Shift" means the regular work shift of an employee from the normal starting time to the normal quitting time, exclusive of overtime.

Section 4. "Designated Beneficiary," means the beneficiary designated under the provisions of MGL Chapter 32 unless another beneficiary is filed in writing with the Personnel Department.

Section 5. "Union Representative" means any official designee of the union.

Section 6. "Superintendent" refers to the Superintendent of Schools of Chelsea or person authorized to act for the Superintendent.

The use of the male gender to refer to employees includes the female gender; the use of the singular to refer to employees includes all applicable employees, unless the context indicates to the contrary.

ARTICLE III
UNION SECURITY

Section 1. Upon compliance by the Union with the necessary statutory requirements, the City will require, as a condition of employment, the payment of dues by a member of the Union and the payment of an agency service fee by a nonmember on or after the thirtieth (30th) day following the beginning of such employment or the effective date of the Bargaining Agreement, whichever is the later. With the receipt of an appropriate check off authorization executed by the employee, the City Treasurer will deduct from the employee's wages the dues or service fee and remit such deductions along with a list of those employees whose deductions are remitted to the Union Office in the month processed. Dues or service fees are to be deducted in the month immediately preceding the period for which such dues or agency service fees are payable in equal monthly amounts.

Section 2. The Union will hold the Employer harmless for action taken by the Employer pursuant to this Article.

Section 3. The Union shall notify the Employer of the amount of the agency service fee and dues annually, thirty (30) days prior to the effective date.

Section 4. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE IV
NONDISCRIMINATION

Section 1. The Employer and the Union agree that there shall be no discrimination against any employee covered by this Agreement on the basis of race, religion, creed, color, national origin, political affiliation, disability, marital status, age or sex.

Section 2. The Employer and the Union pledge that the workplace shall be free from sexual harassment which shall be defined as any behavior toward any employee by a manager, supervisor, or coworker that constitutes unwelcome sexual advances, requests for sexual favors, or the display of derogatory posters, cartoons, or drawings, and other verbal or physical conduct of a sexual nature when:

Submission to such conduct is made a condition of an individual's employment;

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;

Such conduct has the purpose or effect of interfering with an individual's work performance or creating a hostile, intimidating, or offensive work environment.

ARTICLE V
MANAGEMENT RIGHTS

Section 1. The Employer has and will continue to retain, whether exercised or not, all of the rights, powers, and authority concerning management of the schools in which the employees covered by this Agreement work except where such rights, powers, and authority are specifically limited by the provisions of this Agreement. It shall be the sole prerogative of management including, but not limited to the following:

To determine the care, maintenance, and operation of equipment and property used for and on behalf of the Employer.

To establish or continue policies, practices and procedures for the conduct of its business and, from time to time, change or abolish such policies, practices or procedures.

To select and to determine the number and classification of employees required to perform the operations of its schools.

To employ, transfer, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or just cause when it shall be in the best interest of the Employer.

To prescribe and enforce reasonable rules and regulations for the maintenance, discipline and the performance of work in accordance with the requirements of the schools.

Section 2. The above rights, powers and authority are inherent in the Employer and are not subject to review or determination on any grievance or arbitration procedure; except where such rights, powers and authority are specifically limited by the provisions of this Agreement as previously set forth in the first Section of this Article.

ARTICLE VI
NO STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services.

Section 2. The Employer agrees that the Union shall not be liable for any violation of Section 1 of this Article which the Union has not instigated, authorized, sanctioned or ratified and the Union agrees that in the event of any violation of Section 1 it will in good faith try to bring such violation to an end as soon as possible.

Section 3. In consideration of the performance by the Union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union or on its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

Section 4. The Employer may discharge for just cause or otherwise discipline any employee who violates Section 1 above. Such action by the Employer shall not be subject to the grievance and arbitration provisions of this Agreement except as to the factual issue whether or not the employees who were disciplined in fact participated in, encouraged, or were responsible for such violation as set forth in Section 1 of this Article. Employees in the bargaining unit not subject to the provisions of Chapter 31 of the Mass. General Laws, who are discharged for just cause or disciplined for violations of Section 1 above, may appeal such action through the grievance and arbitration provisions of this Agreement.

ARTICLE VII
SENIORITY

Section 1. "Unit Seniority" as used in this Agreement shall be defined as the length of an employee's continuous uninterrupted service in the Chelsea Public Schools in positions covered by this Agreement.

Section 2. No seniority shall be deemed to have been interrupted by vacation or by any type of leave of absence under three (3) months/ninety (90) days allowed under this Agreement.

Section 3. New employees and those hired after a break in service will be regarded as probationary employees for their first six (6) months of permanent employment and shall have no seniority status. Probationary employees may be discharged for any reason during their probationary period without recourse to the grievance or any other procedure of this Agreement. If still employed at the end of such probationary period, their seniority shall be effective as of their date of hire. Probationary employees will be subject to all of the Employer's policies, rules and regulations.

Section 4. Seniority for employees who are rehired after a break in service of less than six (6) months shall be calculated from original date of hire.

ARTICLE VIII
VACANCIES

Section 1. Whenever a vacancy occurs or is about to occur in a position within the bargaining unit which the Employer intends to fill, the Employer shall post a notice in the School Department for five (5) calendar days which will include a description of the position to be filled, the qualifications required to perform the position, the salary and the date of posting. A copy of the posting will be sent to the designated representative of the Union on the same day posted.

Section 2. With respect to employees covered by Civil Service, the Employer shall follow the requirements of MGL Chapter 31 in filling vacancies.

Section 3. Employees interested in the position shall submit, in writing to the Human Resources Director, a statement of application for the position within the five (5) calendar day posting period. The applicant with the greatest seniority who is, in the judgment of the Employer, qualified and able to perform the job shall be given the opportunity to fill the position. If there is no employee within the department who, in the judgment of the Employer, is qualified and able to perform the job, the Employer will be free to fill the position from either within or outside the bargaining unit.

Section 4. Employees selected to fill vacant or newly created positions shall be entitled to a reasonable trial period of not more than twenty (20) working days to determine whether they are able to perform the functions of the position in a satisfactory manner. Such trial period may be waived, extended or shortened by mutual agreement.

Section 5. If, during the trial period, the Employer determines that an employee cannot perform the functions of the new position in a satisfactory manner, the Employer may remove that employee and shall reinstate him/her to the position held immediately prior to selection for the new position or a similar one.

ARTICLE IX
REDUCTIONS IN FORCE

Section 1. Should the Employer implement a reduction in force, it shall notify the Union as far in advance as possible and provide all relevant information.

Section 2. The employer shall implement reductions in force and recall in accordance with the provisions of MGL Chapter 31 for those employees in positions that are subject to Civil Service.

Section 3. Where Civil Service law does not apply, reductions in force shall be made within job classifications on the basis of qualification and unit seniority. Recall of employees shall be in inverse order of layoff. Recall rights shall be maintained for twelve (12) months.

Section 4. Employees who are scheduled to be laid off from a position in one classification may elect to "bump down" into a lower classification within the same unit if there is an employee in the lower classification who has less seniority and if the employee scheduled to be laid off has the qualifications to perform the lower classification. To be eligible to "bump down" employees scheduled to be laid off must notify the Employer within seven (7) days of official notification of lay off of their desire to "bump down" to the lower classification.

ARTICLE X
GRIEVANCE AND ARBITRATION PRECEDURE

Section 1. Complaints, disputes, or controversies of any kind, excluding the management rights, which arise between one or more employees and the Employer or its agents, or the Union and the Employer or its agents, concerning the working conditions, hours of work, wages, fringe benefits or rates of pay referred to or specified in this Agreement, or which are provided by any Statute, Charter Provision, Ordinance, Rule, Regulation, or Policy, which is not in conflict with this Agreement, may be processed as a grievance under the following procedure:

Step 1. Grievances shall be reduced to writing by the Union and presented to the Director of Facilities and Construction Management within five (5) working days of the occurrence or failure of occurrence giving rise to the grievance. A copy of any grievance shall be filed with the Superintendent of Schools. The Director of Facilities and Construction Management (and the building principal, if appropriate) shall meet with the Steward or Union Representative within five (5) working days from the time the grievance is presented to him and he shall answer the grievance in writing within ten (10) working days after the meeting. Grievant(s) will sign the written grievance before it is presented to the Director of Facilities and Construction Management.

Step 2. If the grievance is not resolved at Step 1 or answered by the Director of Facilities and Construction Management within the time limits set forth above, the written grievance shall be submitted to the Superintendent or his representative by the Steward or Union Representative within ten (10) working days after the last aforementioned ten (10) working day period. The Superintendent or his/her representative shall meet with the Steward or Union Representative within ten (10) working days or as soon as practicable after receipt of the written grievance to discuss the grievance, and will answer the grievance in writing within fifteen (15) working days after the meeting.

Step 3. If the grievance is not resolved at Step 2 or answered by the Superintendent within the time limits set forth above, the written grievance shall be submitted to the School Committee within ten (10) working days after the last aforementioned fifteen (15) working day period. The Chairman or his representative shall meet with the Steward or Union Representative within ten (10) working

days after receipt of the written grievance to discuss the grievance, and will answer the grievance in writing within fifteen (15) working days after the meeting.

Step 4. If the grievance is not satisfactorily resolved in Step 3, or answered by the Chairman or his representative within the time limits set forth above, it may thereafter be submitted by the Union, and only the Union, within fortyfive (45) work days after the meeting with the Chairman or his representative or within sixty (60) work days after submission to the Chairman at step 3, whichever occurs later, to the American Arbitration Association or to such person or agency jointly chosen by the parties for arbitration. Each party hereto shall bear the expense of preparing and presenting its own case. The parties shall share equally in the cost of the arbitrator's services.

Section 2. Any arbitration hearing shall be held during weekdays, if at all possible, and the grieving employee(s), the members of the Unions' Steward and Union Representative (not exceeding three (3) in number), and any other employee called as a witness by such Committee shall be paid their respective hourly rate while participating in arbitration proceedings, or excused from work with pay for such purposes.

Section 3. The decisions of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement.

Section 4. Employees shall not be disciplined or discharged except for just cause. Any dispute relative to discipline or discharge may be subject to grievance and arbitration under the terms of this Agreement or for those employees covered under Civil Service, may be processed before the Civil Service Commission, but not both. It is understood and agreed that Local 708 shall have the right to represent any employee in any Civil Service hearing or proceeding.

Section 5. All time limits set forth in this Article may be shortened or extended by mutual agreement and set forth in writing.

ARTICLE XI
HOURS OF WORK AND OVERTIME

Section 1. The normal workweek for employees is forty (40) hours consisting of five (5) eight (8) hour days, one (1) hour is granted as an unpaid lunch. One-half (1/2) hour unpaid lunch breaks may be granted at the discretion of management.

Section 2. Employees who are unable to report to work due to illness or any other reason must inform a designated representative of the Employer prior to the beginning of the work shift for which they are scheduled to report. Failure to do so may result in disciplinary action.

Section 3. Overtime is authorized for employees who work in excess of eight (8) hours in one day or forty (40) hours in one week. Compensatory time off may be granted instead of overtime. If compensatory time is granted it must be agreed to by the employee before work is performed and employees will be permitted to take compensatory time off within a reasonable period after a request therefore, provided that the use does not unduly disrupt operations.

The maximum accumulation of compensatory time attributable to work in excess of eight (8) hours is twenty (20) hours. The maximum accumulation of compensatory time attributable to work in excess of forty (40) hours is two hundred forty (240) hours. Unused compensatory time in the "forty hour plus" category will be paid for upon termination of service. The number of hours for which employees are paid on a holiday shall be considered time worked for overtime purposes. Overtime and compensatory time granted in lieu of overtime pay shall be calculated at the rate of one and one-half times the employee's regular hourly rate of pay.

An employee called into work on Sunday will receive overtime at the rate of double time (2 times the regular hourly rate of pay) for hours worked on Sunday.

Section 4. When overtime work is required, such overtime shall be offered to employees in that building/facility on a rotation basis beginning with the most senior employee. The rotation would be ongoing once it commences. Rotation lists will only be modified when a new or different employee commences work in the building/facility. If an employee chooses not to work a turn in the rotation, then it will be considered a turn worked. In the case of emergency, the supervisor has the authority to use the most readily available employee(s). If no one is available within the building/facility, the overtime will be offered to the district wide maintenance employees on seniority rotation basis.

Employees required to return to work between the hours of 5:00 PM and 5:00 AM or required to return to work on a regular day off shall be paid at the rate of time and onehalf for all hours worked on such recall and shall be guaranteed four(4) hours work or pay at the overtime rate. Employee may be required to perform any available work in their classification during said four(4) hour period. Any employee required to work on a holiday shall receive in addition to the regular straight pay an additional amount equal to time and one-half his regular rate of pay for all hours worked.

Section 5. Employees are required to work overtime when directed to do so by the Employer in compliance with Section 4. All overtime work must be authorized. The Employer agrees to give consideration on an individual basis to employee requests to be excused from required overtime in those circumstances where the excuse is justified.

Section 6. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall not be used at the beginning or end of each workday nor shall it be used as an extension of the meal period. Employees may not leave the premises during scheduled breaks. If an employee is leaving the premises, they must first notify their supervisor.

ARTICLE XII
PARTTIME EMPLOYEES

Section 1. Regular parttime employees who, on the average, work twenty hours per week or more regularly shall be eligible to receive the following benefits, on a prorated basis:

Vacation entitlement for parttime employees shall be calculated in arrears by dividing the average number of hours worked by the employee on a weekly basis over the previous year by forty (40) and then multiplying that fraction by the number of days of vacation to which a fulltime employee who had the same length of continuous service to the City would be entitled pursuant to Article XVII.

Regular parttime employees shall be entitled to paid holidays as they occur in proportion to the percentage of the forty-hour workweek that their regular number of hours per week reflects. For example:

An employee who works twenty-two (22) hours per week works 55% of the fulltime workweek and is therefore entitled to 55% of the holiday as it occurs. In the case of the parttime employee who works twenty-two (22) hours, 4.40 hours would be the paid time off for each holiday.

Regular parttime employees shall be entitled to paid sick time in proportion to the percentage of the forty (40) hour workweek that their regular number of hours per week reflects. For example:

An employee who works twenty-two (22) hours per week worked 55% of the fulltime workweek and is entitled to 55% of the fulltime sick leave allowance per month.

Section 2. Parttime employees shall be subject to all other provisions of this Agreement including those that cover Vacation, Holiday, and Sick Leave benefits.

ARTICLE XIII
LONGEVITY

Section 1. Longevity payments shall be paid to each employee in accordance with the following schedule, years of service (after completion of):

Length of Service

	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
10 years	\$1,450.00	\$1,550.00	\$1,650.00
15 years	\$1,700.00	\$1,800.00	\$1,900.00
20 years	\$1,800.00	\$1,900.00	\$2,000.00
25 years	\$1,900.00	\$2,000.00	\$2,100.00

Section 2. All longevity payments will be lump sum payments and shall be paid at the last pay period in June.

Section 3. All consecutive service within any department of the City of Chelsea shall be included in the calculation of years of service for longevity payment purposes. Permanent parttime service shall be prorated utilizing the same calculation as detailed in Article XII, Part-Time Employees.

Section 4. Unpaid leave of absence for more than ninety (90) days, (3 months) shall not be included in the calculation for years of service.

ARTICLE XIV
CLOTHING ALLOWANCE

Section 1. Effective on July 1, 2011, custodial employees will be provided with an annual clothing and shoe allowance in the amount of seven hundred dollars (\$700), payable with a separate check on or about January 15th of each year for the purchase of footwear and other required clothing. In addition, the employer shall retain the amount of \$250.00 for the purchase of uniforms for each employee.

Effective July 1, 2012 the annual clothing and shoe allowance will be in the amount of seven hundred and fifty dollars (\$750) and the retained amount of \$250.00.

Effective July 1, 2013 the annual clothing and shoe allowance will be in the amount of eight hundred (\$800) and the retained amount of \$250.00.

Section 2. Effective on July 1, 2011, the Employer shall have the right to prescribe the clothing and shoes to be worn by each employee on duty. The cost of the City's prescribed clothing shall not exceed nine hundred and fifty dollars (\$950). Failure to wear prescribed clothing may result in disciplinary action.

Effective July 1, 2012 the cost of the City's prescribed clothing shall not exceed one thousand dollars (\$1,000.00).

Effective July 1, 2013 the cost of the City's prescribed clothing shall not exceed one thousand dollars (\$1,050).

Section 3. Up to one pair per year of eyeglasses, or contact lenses broken or lost at work will be replaced for each maintenance employee required to wear glasses or contact lenses at work as evidenced by a statement from an eye doctor or optometrist together with a copy of the eyeglass prescription. This Section shall not apply to eyeglasses broken or contact lenses lost at work as a result of employee negligence. A copy of the receipt, and if damaged, the damaged eyeglasses must be submitted by the employee in order to receive reimbursement under this Section.

Section 4. Protective gear to be purchased by the Employer is to be used during working hours.

Section 5. Employees hired during the fiscal year shall receive an initial supply of uniforms and a pro-rated (monthly) allowance for footwear and other required clothing in lieu of Section 1.

ARTICLE XV
HOLIDAYS

Section 1. Each full time employee shall be granted leave with pay on the days designated by law for observance of the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

Section 2. Employees shall receive a day's straight time pay for each of the above eleven (11) holidays whether or not they are scheduled to work on such days. A day's pay for a holiday shall be one-fifth (1/5) of the weekly straight time salary.

Section 3. Time off shall be granted for paid holidays falling on Saturday or Sunday. When practical, time off for Saturday or Sunday holidays shall be on the Friday or Monday preceding or following the Saturday or Sunday holiday as determined by the Employer. If school remains in session on the Friday or Monday preceding or following the Saturday/Sunday holiday, at the discretion of the employer if it is impractical to grant time off, one in lieu of the holiday will be added to the employees accrued vacation time.

Section 4. Effective July 1, 1993, in order to be eligible for a paid holiday under this Article, an employee must:

(a) be employed at least ninety (90) days;

(b) be "timely employed" (i.e., not absent on a nonpay status due to a protracted illness or injury, medical, maternity, or any other type of leave of absence or on layoff status)

Section 5. If any of the paid holidays named above in Section 1 fall within a vacation period, employees will receive an extra day's vacation with pay as mutually agreed in addition to any vacation pay to which they are entitled.

Section 6. Employees who give ten (10) days notice of an intended absence from work to observe a religious holiday or Sabbath will not be required to work that day, unless the Superintendent can demonstrate that granting the holiday will cause the Employer undue hardship. The Employer will not compensate the employee for time lost due to religious holidays. Employees may use personal days or take unpaid leave in order to observe religious holidays.

Section 7. When schools are not in session on the following days, custodial personnel shall be excused from duty with the exception of a skeleton force in each facility/building

One-half day before Thanksgiving

One-half day before Christmas

One-half day before New Year's

This applies only when the actual holiday falls on Tuesday through Friday. Schedule of skeleton force staff will provide that buildings have coverage for other staff and programs that are scheduled to work regular day hours.

Section 8. When schools are not in session on the following days, Custodial personnel shall be excused from duty:

Day after Thanksgiving

Good Friday

ARTICLE XVI
VACATIONS

Section 1. Vacation leave for eligible employees is advanced at the beginning of the fiscal year based on monthly accrual. (Sample breakdown is included):

FOR EMPLOYEES HIRED ON OR AFTER APRIL 1, 1994:

<u>Length of Service</u>	<u>Vacation</u>
New employees hired before January 1 (i.e. Hired September 1 st = 5 days)	One (1) week to be taken by June 30
One (1) year to five (5) years as of anniversary date of hire	Two (2) weeks 1.167/mo.
Five (5) years to ten (10) years as of anniversary date of hire	Three (3) weeks 1.25/mo.
Ten (10) years to fifteen (15) years as of anniversary date of hire	Four (4) weeks 1.66/mo.
Fifteen (15) years or more as of anniversary date of hire	Five (5) weeks 2.08/mo.

FOR EMPLOYEES HIRED PRIOR TO APRIL 1, 1994:

Up to ten (10) years as of anniversary date of hire	Three (3) weeks 1.25/mo.
Ten (10) years to fifteen (15) years as of anniversary date of hire	Four (4) weeks 1.66/mo.
Fifteen (15) years or more as of anniversary date of hire	Five (5) weeks 2.08/mo.

Vacation leave for eligible employees will accrue monthly.

Section 2. Full time employees, with previous full time service, shall have the prior period(s) of service included in "length of service" after their current period of service amounts to twice the period of their absence(s).

Section 3. Hours not actually worked when in a nonpay status, including workers' compensation shall not count toward the minimum hours necessary to qualify for vacation with pay.

Section 4. The vacation schedule shall conform to the requirements of the Employer and all vacations are subject to the approval of the Director of Facilities and Construction Management. The number of employees in each classification who may take time off for vacation at any one time shall be subject to the needs of the Employer as determined by the Director of Facilities and Construction Management.

Vacation Blackout Weeks - Maximum of six (6) weeks. Two weeks are declared as vacation blackout weeks- the week prior to the start of the school year and the last week of the school year. The Director of Facilities and Construction Management may designate up to four additional weeks annually as vacation blackout weeks. The four additional weeks shall be identified prior to three months of the anticipated time and may be limited to certain buildings and/or certain positions. During such designated weeks, no vacation leave may be taken except at the discretion of the Superintendent of Schools. If the Director of Facilities and Construction Management determines, upon inspection, that the blackout time may be lifted for any building or position(s), notification will be made to the Superintendent of Schools.

Section 5. Subject to the needs, requirements and proper functioning of the district and facilities the Director of Facilities and Construction Management will be guided by the following policies:

(a) Employees eligible for vacation may schedule vacation days during any month of the year. Requests for vacations may be denied based on business necessity and scheduling conflicts.

(b) Seniority shall determine priority in the selection and allocation of time off for vacation.

(c) If employees, because of illness or accident, are unable to begin their vacation when scheduled, they shall notify the Director of Facilities and Construction Management in advance of the date when their vacation was to begin,

and if this is not possible, employees shall notify the Director of Facilities and Construction Management as soon thereafter as possible as to their inability to have started their vacation as scheduled. Under these circumstances, with documentation provided, employees will not be charged with vacation time.

(d) The vacation schedules shall be posted. No employee who is entitled to more than two weeks of vacation leave in the school department shall choose such additional vacation leave until every employee who is entitled to two weeks of vacation leave has chosen same.

(e) The Director of Facilities and Construction Management must receive vacation requests at least three (3) working days prior to the date of requested time off.

(f) Employees may take up to two (2) weeks of vacation time as single days provided that notice to do so is provided to the supervisor at least 24 hours in advance.

Section 6. Vacation leave may not be carried from one year to another unless approved in writing by the Director of Facilities and Construction Management for extenuating circumstances and if said carryover is approved, it shall not exceed five (5) days of vacation time. Effective July 1, 1999 all employees who were utilizing vacation time based on the previous year of employment will receive payment for the accrued vacation time through June 30, 1999. All vacation must be utilized within the fiscal year in which it accrues.

The Superintendent of Schools must approve any requests for vacation carry over beyond five (5) days.

Section 7. Employees terminated without having been granted the vacation to which they are entitled under this Article shall be paid an amount in Lieu of such vacation in accordance with the provisions of Section 111E of Chapter 41 of the General Laws.

ARTICLE XVII
BEREAVEMENT LEAVE

Section 1. Employees shall be granted leave of absence with pay at the discretion of the Director of Facilities and Construction Management in the event of death in the immediate family. Such leave shall extend from the time the employee receives notification of the death to the first workday following the day of the funeral, or memorial service, not exceeding a period of five (5) days. "Immediate family" shall consist of father, mother, brother, sister, spouse, child or grandchild.

These provisions shall be administered in the light of their purpose, which is to provide opportunity to attend the funeral or attend to family or personal matters arising as a result of the death. Such absence will not be deducted from the annual and/or cumulative sick or vacation leave.

Section 2. In the event the funeral, or memorial service, of an employee's grandparents, in-laws or the grandparents of his or her spouse, the employee shall be granted a one (1) day leave with pay to attend such services. An additional two (2) days may be allowed but these two (2) days will be deducted from annual sick leave.

Section 3. Employees may request extended bereavement leave benefits at the discretion of the Superintendent or his/her designee, to be deducted from the employee's sick leave allowance. Such sick time usage shall not be used for monitoring sick leave.

Section 4. In the event of a funeral or memorial service of an employee's Aunt, Uncle, Niece or Nephew, the employee shall be granted a one (1) day leave with pay to attend such service.

ARTICLE XVIII
SICK LEAVE

Section 1. Employees who have completed at least ninety (90) days of continuous service for the Employer shall be granted fifteen (15) days of sick leave annually without loss of pay for absences caused by legitimate personal illness or injury.

Section 2. Eligible employees will be granted fifteen (15) days of sick leave at the beginning of the fiscal year (prorated for those who commence employment after the first day of the fiscal year). Employees hired after the fifteenth of any month shall not be granted credit for that month. Sick leave, for eligible employees, will accrue at the rate of one and one quarter (1 1/4) days for each month of fulltime service commencing upon the completion of ninety (90) days of continuous fulltime service.

Section 3. Employees shall not be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless they have notified their immediate supervisor and the Office of the Director of Facilities and Construction Management of the absence and the cause thereof before the start of the shift or as soon thereafter as practicable.

Section 4. Sick leave pay is only for absence due to the illness or injury of an employee or a member of the employee's immediate family (parent, spouse, son or daughter. Sick leave of up to 15 days per year may be used for the care of an ill family member who resides in the same household as the employee, provided that the Superintendent shall have the discretion to allow use of up to 15 days per year for the care of an immediate family member who does not reside in the same household as the employee. Sick leave benefits may not be paid for the day before or the day after a scheduled day off, holiday or vacation unless the employee is able to satisfactorily verify such illness and inability to work with a physician's verification. The employee may be required to produce such verification within seven (7) workdays, failing which the employee will lose pay for that day. If already paid, the Employer shall deduct such day from the next subsequent payroll check.

If absence is caused by the illness or injury of someone other than the employee and exceeds two (2) consecutive days, medical documentation must be submitted within five (5) days. Extended absences of five (5) days or more will require submission of a Certification of Health Care Form.

The Superintendent of Schools may approve sick leave for extenuating circumstances or for other reasons not covered above. A request with appropriate documentation must be submitted to the Superintendent of Schools.

Section 5. Employees absent for six (6) consecutive work days or more may be required by the Employer to submit satisfactory proof of illness prior to receiving sick leave pay. Where employees have been warned that their sick leave record has established a pattern of abuse and/or has been excessive, subsequent absences shall be a basis for disciplinary action. If an employee is absent on unpaid sick leave, the employer may require a written certificate from a physician establishing incapacity, illness or injury in the event of suspected sick leave abuse.

Section 6. If an employee uses sick leave for purposes other than legitimate illness or nonwork incurred injury, the employee may, at the Employer's discretion, be subject to disciplinary action.

Section 7. The Employer may require employees who seek to return to work after a leave of absence for sickness to provide a physician's verification of the employee's fitness to work. Employees will not lose sick leave if they notify the Employer that they are ready and able to return to work and due to the unavailability of a physician, is unable to obtain a physician's certificate. This Section shall not be applicable to employees on Workers' Compensation.

Section 8. If the Employer requires a medical certificate, the Employer will pay the cost, if any, of the physician's services in examining the employee and providing the medical certificate. In such cases where the Employer requires a physician's certificate and pays for the medical examination, the Employer shall designate the physician to give the examination.

Section 9. Effective on July 1, 2006, upon death or retirement, employees shall be entitled to receive payment for unused sick leave in accordance with the following provisions:

(a) Payment to the retiree or the designated beneficiary shall be at the rate of \$60.00 per day for up to one hundred thirty five days (135) days of their unused accumulated sick leave.

Section 10. For employees hired prior to April 1, 1994, Sections 1 and 2 of this article shall be defined as twenty (20) days of annual sick leave accrued at the rate of one and two-thirds (1-2/3) days for each month of full-time service.

Section 11. Employees who have an accumulated sick leave balance of at least thirty (30) days shall be entitled to buy back up to five (5) days of sick leave at the end of the school year at the rate of \$70.00 per day according to the following chart:

<u>Days Absent</u>	<u>No. of days eligible to buy back</u>	<u>Amount</u>
0	5	\$350.00
1	4	\$280.00
2	3	\$210.00
3	2	\$140.00
4	1	\$ 70.00
5	0	None

Section 12. FMLA Leave - In order to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA), the parties agree to the following:

- A.** Every regular part-time and full-time employee who has worked for the Chelsea School Department for at least one year and at least 1,250 hours in the previous 12 months may apply for FMLA leave. Family and Medical Leave is granted for the following reasons and any leave granted for these reasons shall be designated as FMLA Leave where allowable by law:
1. To care for the employee's child after birth, or placement of child with the employee for adoption or foster care.
 2. To care for the employee's spouse, child, parent, or other member of the employee's immediate household with a serious health condition; or
 3. For a serious health condition that makes the employee unable to perform the employee's job.

FMLA Leave may be taken as:

12 consecutive workweeks

Intermittent leave, such that the accumulated time on leave does not exceed 12 workweeks

A regular reduced hour's workweek such that the accumulated time on leave does not exceed 12 workweeks.

An employee may take up to 12 weeks of FMLA Leave during any 12-month period. For the purpose of determining the amount of leave to which an employee is entitled when he or she requests leave, the 12-month period means the 12-month period immediately preceding the date for which the employee requests leave.

An employee planning to take FMLA Leave must notify his/her immediate supervisor at least two (2) weeks before the expected departure date or as soon as is practicable.

- B.** The Chelsea School Department will continue to provide the same portion of the costs of benefits for employees on FMLA Leave as it does for employees on the active payroll, and employees on FMLA Leave must continue to pay the same share for their coverage.

If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement or his/her FMLA Leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement. Otherwise, the FMLA Leave shall be unpaid.

Notwithstanding any other provision of this Agreement to the contrary, the FMLA Leave granted under this Article shall not effect the employee's right to receive to receive any contractual benefits for which he/she was eligible at the time of his/her leave. The period of any unpaid FMLA Leave shall not be included in any computation of such benefits, rights, or advantages.

The employee shall be entitled to return to the same or equivalent job position on the same shift and at the same or geographically proximate worksite without loss of employment benefits, which had accrued on the date the leave, began if:

1. The FMLA Leave is terminated within or at the end of the above-stated 12 week period
2. Such a position still exists

If during the period of the FMLA Leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

ARTICLE XIX
PERSONAL LEAVE

Section 1. Employees who have completed ninety (90) days of employment shall, subject to this Article, be allowed to use two (2) days of the annual sick leave allowance for personal emergency but not for personal convenience.

Section 2. Emergency may be interpreted to include such cases as home emergencies, quarantine by order of the health department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of the member by the employee, or for court cases due to no negligence on the employee's part.

Section 3. A "Request of Temporary Leave" form to substantiate the absence under personal emergency must be submitted to the office of the Director of Facilities and Construction Management on the day following the emergency.

Section 4. Each member of the bargaining unit shall be entitled to two (2) days of personal leave annually. Employees requesting personal leave under this section are required to request said leave from their immediate supervisor no less than twenty-four (24) hours in advance. Employees who begin employment prior to January 1st of the fiscal year will be entitled to one (1) day annually.

Use of personal days will not be allowed immediately preceding or immediately following a scheduled vacation or holiday period except in cases deemed to be an emergency by the Superintendent.

Approval for personal leave shall not be unreasonably withheld. Disapproval of personal leave shall not be subject to arbitration.

ARTICLE XX
MATERNITY LEAVE

Section 1. Statutory Leave: Unpaid Massachusetts Maternity Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act. An employee who is pregnant or giving birth may substitute her accrued vacation, sick, personal, or compensatory paid time to cover days when she is medically incapacitated from working. An employee who gives birth is presumed to be medically incapacitated from work for eight weeks immediately following the birth. An employee will be required to submit adequate evidence of medical incapacity for any other period of disability relating to pregnancy/childbirth. The duration of Statutory Leave shall not exceed eight (8) weeks (or in the case of FMLA leave, twelve (12) weeks) from the date of the leave's commencement.

Section 2. Unless additional leave is approved beyond the 12 week FMLA leave, an employee who fails to return at the expiration of the FMLA leave will be deemed to have resigned her employment.

Section 3. An employee may apply for leave without pay for the purpose of care of a well child.

Section 4. Leave for the case of illness or medical complications of the child or employee extending beyond the maternity leave period, are covered by the provisions of this Agreement relating to sick leave.

Note: This and unpaid leave of up to a total of twelve (12) weeks for the birth of a son or daughter and for the care of a newborn child is available to any employee who satisfies the eligibility criteria of the Family and Medical Leave Act of 1993.

ARTICLE XXI
JURY LEAVE

Employees required to serve on a jury shall promptly notify the Director of Facilities and Construction Management. The difference between fees received (excluding reimbursement for meals or travel) and regular compensation will be paid by the Employer.

Employee must submit court provided documentation of attendance to their immediate supervisor within fourteen (14) days (or the next work day following receipt if later than the fourteenth day) of return to work.

ARTICLE XXII
WORKERS' COMPENSATION

Section 1. Employees receiving workers' compensation benefits shall, during such period, continue to accrue seniority and shall receive any longevity payments to which they are entitled. Longevity eligibility applies only to the first year an employee is on workers' compensation. No other benefits shall accrue during the period of absence.

Section 2. Employees receiving workers' compensation benefits shall be permitted to receive vacation, sick or personal leave accrued at the time of their injury to supplement their workers' compensation benefits up to the amount to base wages the employee received each week before the injury.

Section 3. Employees receiving workers' compensation benefits shall receive a pro-rated portion of their clothing and shoe allowance due to them upon their return to work.

ARTICLE XXIII
HEALTH INSURANCE

Section 1. Health care benefits are subject to the provisions and procedures of M.G.L. Section 19 and are governed by agreements reached between the City of Chelsea and the Chelsea Public Employee Group. For the agreement between the City and the PEC effective July 1, 2016 through June 30, 2019 contributions for all active employees shall be: Harvard Pilgrim PPP - 30%; Harvard Pilgrim HMO - 20%.

The agreement also provides a Health Reimbursement Arrangement Fund (HRAF) with yearly caps for reimbursing subscribers for any Inpatient Hospitalization copayments incurred throughout the duration of the agreement. Reimbursement requests must be submitted to the City Human Resources office within 90 days of a hospital admission. Payments are made at the end of quarters.

Section 2. The school department will facilitate discussions with the City to establish payroll deductions for a dental program to be fully paid by the participating bargaining unit members. Should the dental plan be offered to any bargaining unit in the City of Chelsea with said plan funded in part by the City of Chelsea, the employer and the employees agree to reopen this item for negotiation.

Section 3. Opt - Out Program. Employees are eligible for the (Opt-Out Program) Health Insurance Benefit Option Program a policy offered through the City of Chelsea. As of May 2009, employees who participate in the City's Health Insurance plan for five uninterrupted years are eligible for an incentive payment for opting out of the City's plan (the policy is subject to change by the City of Chelsea at any time) Information can be obtained from the School Personnel Office or the City Human Resources Department.

ARTICLE XXIV
HEALTH AND SAFETY

Section 1. The Employer shall make reasonable and proper provisions for maintenance of high standards of health and safety at all bargaining unit work sites. The Employer shall comply with all applicable federal and state health and safety regulations.

Section 2. All work shall be performed in conformity with safety standards. Employees are encouraged to immediately report any unsafe working conditions to their supervisor. Employees shall not be disciplined for reporting unsafe working conditions nor be required to operate equipment they have reasonable grounds to believe would result in danger to life or safety.

Section 3. A safety committee composed of two (2) representatives of the union and two (2) representatives of management shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code, which both parties to this agreement agree to enforce subject to approval by the Employer and the Union.

ARTICLE XXV
ACCESS TO PERSONNEL FILES

Section 1. In accordance with the provisions of MGL Chapter 149, Section 52C, employees have the right to review their personnel files. A personnel record is any information, which has or could be used relative to an employee's qualification for employment, promotion, transfer, additional compensation or disciplinary action, as well as information kept separately from the central files, such as memos and notes maintained by supervisors. A personnel record does not include personal information about someone other than the employee, if disclosure of such information would constitute a clearly unwarranted invasion of privacy. Medical and/or psychological information about employees is maintained separately from the personnel record.

Section 2. Employees must make a written request to review and/or receive a copy of their personnel file. If there is disagreement with any information in the personnel record, the Employer and the employee may mutually agree to remove or correct it. If agreement is not reached, the employee may submit a written statement explaining the disagreement. The statement will be retained in the personnel record. If the statement upon which there was original disagreement is transmitted to a third person, the employee's written response will also be transmitted.

ARTICLE XXVI
MISCELLANEOUS ITEMS

Section 1. Both parties recognize that the success of the custodial service is dependent upon mutual cooperation. This requires that management employees and the Union frequently share ideas to enhance the quality of services and work-life. The Employer and the Union agree to schedule bi-monthly meetings during the term of this Agreement to discuss these issues. The Employer will be represented by three management employees designated by the School Committee and the Union will be represented by employee representatives from custodial services. The committee's discussions shall include, but not be limited to, assignments to the permanent status; staffing; and temporary assignments.

Section 2. - Bulletin Board - Announcements shall be posted in conspicuous places where employees enter or leave the premises. The location shall be approved by the Principal having jurisdiction of the proposed area. Parties to this Agreement, both of whom may use the bulletin board for notices of a routine nature, agree not to post denunciatory or inflammatory written material on such bulletin boards.

Section 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 708, to enter the premises at any time upon approval of the Superintendent or Principal for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Employees.

Section 4. The Employer shall send to each employee, in writing, all rules, regulations, daily work schedules, duties and orders issued by the Employer pertaining to the employees.

Section 5. All Senior Building Custodians, Maintenance Craftsman and Head Custodians will be required to participate in a PLC (Professional Learning Community) Meeting once per month.

ARTICLE XXVII
WAGES

See Appendix

	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
Added to each step	\$500.00		
Building Maintenance Person	2%	2%	2%
Senior Custodian	\$1.00 each step 2%	2%	2%
Building Craftsman	2%	2%	2%
Head Custodian (per contractual formula)			

Section 3. A night shift differential of an additional 10% of the regular rate of pay shall be paid to employees whose work shift is regularly scheduled to commence on or after 2:00 PM. For employees hired after July 1, 1996, shift differentials shall be added to the regular rate of pay for employees whose work shift is regularly scheduled according to the following:

A shift which commences on or after 2:00 P.M.	6%
A shift which commences on or after 10:00 P.M.	8%

ARTICLE XXVIII
STEP ADVANCEMENT

An employee who has received the required evaluation rating shall advance to next higher step upon the annual anniversary date of hire.

Advancement to Steps is based on evaluation rating of Satisfactory:
Qualifies for Step 2-3 Advancement

Qualifies for Step 4 Advancement and Continuation on yearly basis
Illustration: An employee hired in September is evaluated at meets standards or exceeds standards at the end of the school year. The employee advances to the next step as of the September anniversary date.

Illustration: An employee hired in September is evaluated as below standards at the end of the school year. The employee requests reevaluation and in October is reevaluated as meets standards. The employee advances to the next step as of the date of the October reevaluation.

When an employee receives a promotion to a higher job classification, the date of the promotion becomes the new anniversary date for eligibility for step advancement. Placement in the new classification shall be in the step that provides a minimum of an 8.5% increase.

ARTICLE XXIX
EVALUATION OF EMPLOYEES

Section 1. Performance evaluations shall be done annually and are to be completed by May 15th except for those employees who are evaluated on the anniversary date due to step advancement. Building Maintenance Men and will be evaluated by the Director of Facilities and Construction Management in consultation with the Senior Custodian. Building Craftsman will be evaluated by the Director of Facilities and Construction Management in consultation with the Head Custodian. The Senior Custodians and Head Custodians will be evaluated by the Director of Facilities and Construction Management. The Director of Facilities and Construction Management shall also consult with Principals for the evaluation of Senior Building Custodians and all day shift personnel.

Rating:

20 or greater will equal Satisfactory

14-19.5 will equal Needs of Improvement

13.5 or less will equal Unacceptable

ARTICLE XXX
TUITION REIMBURSEMENT

The Chelsea School Department shall provide one-half payment for a course taken by a custodian or maintenance unit employee for professional improvement. The courses for which reimbursement is sought shall be subject to prior approval by the Superintendent. Only those courses, which are deemed to be job related by the Superintendent, shall be approved for reimbursement. This section is subject to any other conditions promulgated by the City of Chelsea. A total of six (6) courses can be reimbursed to members of the unit. Three (3) courses can be taken in the fall semester and three (3) courses in the spring semester. A maximum reimbursement of \$250.00 per course will be available to members.

The employee may apply for tuition reimbursement prior to the beginning of the course or seminar. The approval process shall be completed within one week and voucher issued to the presenting institution or agent to cover the approved cost of the tuition and laboratory fees.

Upon completion of the program for which the advance reimbursement was received, the employee shall submit documentation in the form of a grade card, certificate, transcript or other proof that the course or seminar was successfully completed. Failure to produce the documentation may result in the employee being required to repay all funds advanced.

ARTICLE XXXI
DRUG AND ALCOHOL POLICY

As a condition of employment with the Chelsea Public Schools all employees are required to agree to the Employees Substance Abuse Policy. The Safe and Drug Free Schools and Communities Act require this policy, which mandate that the Chelsea Public Schools inform all employees that the use of drugs and/or alcohol in connection with activities on the premises of the Chelsea Public Schools is prohibited.

All employees covered by this collective bargaining agreement are required to undergo a drug and alcohol test as part of the condition of their employment.

Once employed by the Chelsea Public Schools, an employee who violates the Substance Abuse Policy is subject to corrective action up to, and including termination of employment.

To enable the Chelsea Public Schools to be in compliance with the Safe and Drug Free Schools and Communities Act, the following actions will be taken by the Chelsea School Department.

If an employee covered by this agreement is involved in a work related accident causing damage to property or require medical attention away from the premises, they may be screened to determine whether they test positive for drugs and/or alcohol.

If the Director of Facilities and Construction Management has reasonable suspicion that an employee is at work and under the influence of drugs and/or alcohol, the Director of Facilities and Construction Management will notify the Director of Human Resources immediately for authorization to have the employee tested. The Director of Facilities and Construction Management will be granted permission to test the employee is sufficient objective symptoms exist to indicate the employee may be under the influence of drugs and /or alcohol. An employee who refuses to take the test will automatically be sent home and will be subject to an immediate suspension of one (1) day (unpaid).

While the Chelsea Public Schools does not condone the abuse of drugs and/or alcohol, it is recognized that said abuse can be treated. Any employee that recognizes a personal addiction or abuse problem and seeks assistance from management in advance of detection, the Chelsea School Department will assist the employee in seeking treatment. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

ARTICLE XXXII
UNION LEAVE

Section 1: Release time without loss of pay shall only be permitted for the following reasons for local union representatives, and shall be subject to the operating needs of each department as determined by the Employer. Such determination shall not be arbitrary or capricious.

Section 2: Reasonable time for one officer or steward for the investigation of grievances or representation of employees at disciplinary hearings or investigative interviews (i.e. "Weingarten" type situation).

Section 3: Grievant(s), the Local President or his/her designee, and witnesses who are called to testify at a grievance, arbitration, or a Labor Relations Commission hearing, all of whom are scheduled to work at the time of the hearing.

Section 4: Attendance by employees who are delegates or alternates at the annual conventions of the Massachusetts State Labor Council, and the American Federation of State, County, and Municipal Employees, AFL-CIO, or Council 93. Requests for such leave must be made in writing to the Superintendent of Schools at least two (2) weeks in advance of the convention. This leave is limited to maximum of three (3) employees in total from the three (3) units of the Local, for two (2) days annually and for six (6) days every other year. In deciding to approve this leave, the Superintendent of Schools shall consider the impact said leave will have on coverage of each area.

Section 5: Actual meeting time of labor/management committees specifically referenced in this Agreement.

Section 6: Successor bargaining agreement meetings or negotiations.

Section 7: The Superintendent may grant additional paid and/or unpaid leave time for circumstances not enumerated above.

ARTICLE XXXIII
STABILITY OF AGREEMENT EFFECT OF AGREEMENT

Section 1. No employee or group of employees within the bargaining unit may modify or waive any provision of this Agreement.

Section 2. No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 3. The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union or of the Employer to such future performance shall continue in full force and effect.

Section 4. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance or order promulgated by the Employer.

Section 5. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

Section 6. No amendment to this Agreement shall bind the parties hereto unless in writing signed by the parties hereto.

ARTICLE XXXIV
DURATION

Section 1. This Agreement shall remain in full force and effect from July 1, 2018 until midnight, June 30, 2021 and shall then terminate unless extended by mutual consent of the parties.

Section 2. Should either party desire to negotiate a new collective bargaining agreement to succeed this Agreement upon its expiration, written notice shall be sent to the other party at any time on or after February 1, 2021. Upon receipt of such notice the parties shall make arrangements to begin negotiations within a reasonable time.

For AFSCME Local 708

For Chelsea School Committee

Anibal Santiago, President

Douglas Pena, Vice President

Christine Follis, Food Services Manager

Michael Coogan, AFSCME Field Rep

Administrative Team
Gerald McCue, Executive Admin A&F
Tina Sullivan, Director of HR
Joseph Cooney, Director Facilities

APPENDIX A

CLASSIFICATIONS

BUILDING MAINTENANCE MAN

SENIOR BUILDING CUSTODIAN

BUILDING MAINTENANCE CRAFTSMAN

HEAD CUSTODIAN

APPENDIX B

Title
Building Maintenance Man

Rates	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>7/1/2017</u>				
Hourly	17.67	18.71	20.00	21.37
Weekly	706.80	748.40	800.00	854.80
Annual	36,753.60	38,916.80	41,600.00	44,449.60
<u>7/1/2018</u>				
Hourly	18.27	19.33	20.65	22.04
Weekly	730.74	773.18	825.81	881.70
Annual	37,998.67	40,205.14	42,942.00	45,848.59
<u>7/1/2019</u>				
Hourly	18.63	19.72	21.06	22.48
Weekly	745.36	788.64	842.32	899.34
Annual	38,758.65	41,009.24	43,800.84	46,765.56
<u>7/1/2020</u>				
Hourly	19.01	20.11	21.48	22.93
Weekly	760.27	804.41	859.17	917.32
Annual	39,533.82	41,829.42	44,676.86	47,700.88

APPENDIX B

Title
SENIOR BUILDING CUSTODIAN

Rates Step 1 Step 2 Step 3 Step 4

7/1/2017

Hourly	21.75	22.71	24.18	25.95	
Weekly	870.00	908.40	967.20	1,038.00	
Annual	45,240.00	47,236.80	50,294.40	53,976.00	

7/1/2018

Hourly	23.45		24.43		25.93	27.73
Weekly	938.00		977.20		1,037.20	1,109.20
Annual	48,776.00		50,814.40		53,934.40	57,678.40

7/1/2019

Hourly	23.92		24.92		26.45	28.28
Weekly	956.76		996.74		1,057.94	1,131.38
Annual	49,751.52		51,830.69		55,013.09	58,831.97

7/1/2020

Hourly	24.40		25.42		26.98	28.85
Weekly	975.90		1,016.68		1,079.10	1,154.01
Annual	50,746.55		52,867.30		56,113.35	60,008.61

APPENDIX B

Title
Building Craftsman

Rates	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>7/1/2017</u>				
Hourly	20.45	21.52	22.84	24.41
Weekly	818.00	860.80	913.60	976.40
Annual	42,536.00	44,761.60	47,507.20	50,772.80
<u>7/1/2018</u>				
Hourly	21.10	22.20	23.54	25.14
Weekly	844.17	887.82	941.68	1,005.74
Annual	43,896.72	46,166.83	48,967.34	52,298.26
<u>7/1/2019</u>				
Hourly	21.53	22.64	24.01	25.65
Weekly	861.05	905.58	960.51	1,025.85
Annual	44,774.65	47,090.17	49,946.69	53,344.22
<u>7/1/2020</u>				
Hourly	21.96	23.09	24.49	26.16
Weekly	878.27	923.69	979.72	1,046.37
Annual	45,670.15	48,031.97	50,945.62	54,411.11

APPENDIX B

Title

HEAD CUSTODIAN

Factored as 1.5 Senior Custodian Rate

Rates	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>7/1/2017</u>				
Hourly	32.62	34.06	36.27	38.92
Weekly	1,304.80	1,362.40	1,450.80	1,556.80
Annual	67,849.60	70,844.80	75,441.60	80,953.60

7/1/2018

Hourly	35.18	36.64	38.89	41.60
Weekly	1,407.01	1,465.76	1,555.73	1,664.05
Annual	73,164.60	76,219.70	80,897.83	86,530.68

7/1/2019

Hourly	35.88	37.38	39.67	42.43
Weekly	1,435.14	1,495.12	1,586.92	1,697.08
Annual	74,627.28	77,746.03	82,519.63	88,247.95

7/1/2020

Hourly	36.60	38.13	40.47	43.28
Weekly	1,463.84	1,525.02	1,618.65	1,731.02
Annual	76,119.83	79,300.95	84,170.02	90,012.91

APPENDIX C
SHIFT LEAD PERSON

At each facility, Junior Building Custodians and/or Building Maintenance Persons may be considered to serve as a Shift Lead Person. The Lead Person shall be selected on the basis of ability and willingness to carry out the responsibilities of the position.

The purpose of providing a Lead Person on shifts, other than the regular day shift, is to have an individual on these shifts in each facility that is responsible during that period of time. The function of each lead person is to perform the work assignment and to serve as the contact person during the shift for other staff and individuals from the public, i.e.:

- * Communicate daily with the Sr. Building Custodian during shift overlaps
- * Be familiar with the scheduling in the facility in order to ensure security and appropriate use
- * Assist other staff people when necessary
- * Communicate any problems that may have occurred during the shift and advise whether any additional action is required

These positions are under the supervision of a senior building custodian.

Compensation: Annual stipend would be divided into two equal payments each to be paid on or about December 1st and June 1st each year.

Interested employees shall apply for these lead positions and shall be appointed by the Director of Facilities and Construction Management with final approval of the Superintendent of Schools. In addition to the use of personnel evaluations, the Director of Facilities and Construction Management shall consult with the Senior Building Custodians, the Head Custodian and Building Principals in evaluating the qualifications of candidates for this position.

The assignment to the position of Shift Lead Person shall be for one year. Assignments may be renewed.

EFFECTIVE JULY 1, 2010 THE STIPEND WILL BE \$1,400.00 ANNUALLY

APPENDIX D
STIPENDS FOR LICENSES

A maximum of two (2) Building Maintenance Craftsmen, one each in the trade of licensed plumber and licensed electrician shall be eligible for an annual stipend subject to the following:

Each applicant for the stipend will be required to provide evidence of a valid license and the employee will be required to maintain the license so long as he/she is employed by the Chelsea School Department in this capacity. The positions will be Building Maintenance Craftsmen and not exclusively an electrician or plumber.

Each qualified employee shall receive an annual stipend in the amount of \$5000.00, which will be added to the base salary of the existing Building Maintenance Craftsmen schedule as contained in Appendix B. The stipend will be considered as part of base pay for the purposes of retirement contributions and overtime calculation. Said stipend shall remain in effect so long as the employee maintains a valid license.

Effective July 1, 2008 any qualified employee who has a valid certificate in the field of Heating, Ventilation and Air Conditioning (HVAC) shall receive an annual stipend in the amount of \$2,500.00. Any such qualified current employee must earn and receive a state license by June 30, 2009 in order to be eligible for a continued license stipend under this appendix.

APPENDIX E

ASSISTANT TO THE SENIOR BUILDING CUSTODIAN
MARY C. BURKE COMPLEX

At the Mary C. Burke Complex, Junior Building Custodians and/or Building Maintenance Persons may be considered to serve in the temporary position of Assistant to the Senior Building Custodian.

The purpose of this position is to provide daily assistance to the Senior Building Custodian to complete the tasks as delegated. The duties and responsibilities are as follows:

Perform custodial duties required for the cleaning and maintenance of the facility.

Provide day to day supervision of the Berkowitz and Kelly buildings and library portion of the building including the operation of the second and third shift responsibilities.

Assist the Senior Building Custodian in maintaining supply and material inventories and assist in the ordering of supplies.

Perform quality control inspections of the Berkowitz and Kelly buildings and the library.

Transmit repair information and follow up for requested repairs.

Fill in for the Senior Building Custodian during short durations and assume full responsibilities during any long-term absence (longer than five days).

Interact with principals and other staff of the Berkowitz and Kelly buildings and the library.

Be available for nights and weekends when necessary.

Coordinate custodial coverage with Senior Building Custodians due to events or absent custodial staff.

Compensation: \$3200.00 annual stipend to be paid in two equal lump sum installments, each to be paid on or about December 1st and June 1st each year.

Effective July 1, 2010 the stipend is \$3,400.00 annually

This stipend is to be pro-rated on a per diem basis if the individual does not work in the Assistant to the Senior Building Custodian position for the entire fiscal year.

This stipend is not considered as part of base pay for the calculation of overtime or any other benefits where the hourly rate is used except that the stipend is included as part of base pay for the purpose of determining retirement benefits.

Should the present incumbent vacate this position voluntarily or be removed for just cause, the position shall be posted and interested employees who are Junior Building Custodians and Maintenance Men assigned to the Mary C. Burke Complex may apply. The Director of Facilities and Construction Management will appoint a qualified individual from the applicant pool.

APPENDIX F

EVALUATION REVIEW BOARD

If an employee is dissatisfied with their annual evaluation, (s)he may petition for a review of the evaluation before the Performance Review Board. The Board shall be staffed by two employees bargaining unit members appointed by the President of the Union and two managerial representatives appointed by the Superintendent.

Evaluation appeals may be made based on equity and fairness, not assessment by the evaluator.

Within ten (10) days of receiving a final evaluation, the employee will file, in writing, a petition to the Union President and the Superintendent of Schools.

Upon receipt of a petition, a Performance Review Board, staffed by two employees bargaining unit members appointed by the President of the Union and two managerial representatives appointed by the Superintendent, will be established.

The Board will meet to review the evaluation and the petition and will submit a recommendation to the Superintendent for final action on its recommendation.

The Superintendent shall issue a final decision within ten (10) working days after receipt of the Board's recommendation.

Adopted 12/10/08 (roundtable)