

ARTICLE 1

Preamble

The School Committee recognizes the Athol Teachers Association as exclusive bargaining agent of the custodians and maintenance and grounds positions of the Athol-Royalston Regional School District.

The Association recognizes the authority of the School Committee to administrate the public schools.

The Association recognizes the right and power of the Athol-Royalston Regional School District to select and hire all employees, to conduct periodic evaluations, to determine the necessity for filling a vacancy, to transfer employees from one position to another, to suspend, discipline, demote or discharge employees, to assign, supervise or direct all working forces and to maintain discipline and efficiency among them, to lay off employees, and to stagger employment when required because of lack of work, or curtailment of work, and generally to control and supervise the Athol-Royalston Regional School District's operation and to exercise the other customary functions of management in carrying out its business without hindrance or interference by the Union or by employees. If the Association claims that the Committee has exercised the right to suspend, discipline, demote or discharge employees in an unjust or unreasonable manner, such claim shall subject to the grievance procedure.

ARTICLE 2

Hiring Procedure

All new employees will be placed on a six (6) month probationary period. During the six (6) month probationary period employees may be terminated for any reason, and such termination is not subject to the grievance procedure. Health Insurance, Dental Insurance, and Life Insurance are available on the first of the month thirty days after the date of hiring. All other benefits are available after ninety (90) days of employment with the District.

ARTICLE 3

Grievance Procedure

Any grievance or dispute which may arise between the Committee and any employee of the Association regarding the interpretation or application of any provisions of the agreement shall be settled according to the procedures set forth in this Article. However, no grievance shall be initiated or entertained by the parties concerning questions of general classification and salary schedule.

Step 1.

The employee and/or Association Representative shall discuss a complaint or dispute, which has been reduced to writing, with the Director of Maintenance and Building Principal within seven (7) calendar days after the event giving rise to the complaint. The problem does not become a grievance until the Director and the Principal have had an opportunity to satisfactorily resolve the complaint. The Director and the Principal shall give a written response to the Association and aggrieved employee no later than seven (7) calendar days after such complaint was presented.

Step 2.

If the employee is not satisfied with the written answer received from the Director and Principal, within seven (7) calendar days of receiving the Director and Principal's reply, the complaint will be presented in writing to the Superintendent or his/her designee. The written grievance shall set forth the nature of the complaint and shall specify the sections or section of the Agreement alleged to have violated and shall be signed. A conference between the parties shall be held within seven (7) calendar days thereafter. The

Superintendent or his/her designee shall give his/her decision in writing to the aggrieved party within fourteen (14) days following the conference.

Step 3.

If the grievance remains unresolved, it may be appealed in writing to the committee within fourteen (14) calendar days after receiving the response of the Superintendent or his/her designee. The committee shall hold a hearing at its next regularly scheduled meeting providing the grievance is received at least five (5) days prior to the meeting and shall render a decision in writing no later than (10) days following the date of such hearing.

Step 4.

Any dispute which has not been satisfactorily settled after the procedure set forth above has been exhausted may, at the request of either party, be submitted to arbitration within fifteen (15) calendar days from the date the final decision in step three of the Grievance Procedure is due. The party wishing to refer the matter to arbitration shall so notify the other party in writing setting forth the matter to be arbitrated.

The party shall then submit the matter to the Division of Labor Relations for arbitration in accordance with their current rules. The cost of any arbitration proceedings and reasonable expenses incurred therewith by the arbitrator shall be divided equally between the Committee and the Association. The parties are responsible for preparation and presentation of their cases. The decision of the arbitrator shall be limited to the specific points of difference submitted to him/her and shall be final and binding upon both parties. The arbitrator shall have no power to add to, subtract from, modify, or amend any of the provisions of this Agreement.

ARTICLE 4
Benefits

1. Twelve Paid Holiday

Custodians shall be granted twelve (12) paid holidays: New Years Day, Martin Luther King Day, President's Day, Patriot's Day and Memorial Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas and Labor Day; provided such employee works the scheduled work day prior to and the scheduled working day following the recognized holiday, except upon certification by his/her supervisor that his/her absence is unavoidable.

2. Vacation

Employees must work a minimum of forty-seven (47) weeks before they are eligible for one (1) week of vacation. Said vacation to be taken at any time with the approval of the Principal, Director of Maintenance and Superintendent. Vacation time may not accrue after the end of the year.

Employees must work a minimum of two (2) years before they are eligible for two (2) weeks of vacation. Said vacation to be taken at any time with the approval of the Principal, Director of Maintenance and Superintendent. Vacation time may not accrue after the end of the year.

Employees must work a minimum of seven (7) years before they are eligible for three (3) weeks of vacation. Said vacation to be taken at any time with the approval of the Principal, Director of Maintenance and Superintendent. Vacation time may not accrue after the end of the year.

Employees must work a minimum of fourteen (14) years before they are eligible for four (4) weeks of vacation. Said vacation to be taken at any time with the approval of the Principal, Director of Maintenance and Superintendent. Vacation time may not accrue after the end of the year.

The exception to the vacation carryover provisions above, is that if a custodian is denied a vacation request at the end of the fiscal year, because of operational scheduling issues, the custodian may carry over up to one week of vacation. This carry over of vacation time must be used between September 10 through December 10 of the following year.

3. Sick Leave

Twelve (12) days of sick leave shall be allowed each year, accumulating up to 180 days. A doctor's certificate may be required (1) if an employee uses more than three (3) consecutive days of sick leave during the fiscal year, (2) there is a pattern of sick leave use, (3) abuse of sick leave is suspected, or (4) in accordance with the F.M.L.A. of 1993. The requirement of a doctor's certificate in the above circumstances is made by the Superintendent of Schools. Sick leave must be taken in half-day or full-day increments.

4. Prorated Compensated Sick Leave

In an eight (8) hour day, should an employee become ill and need to leave the building, sick leave will be prorated based on the number of hours remaining in that regular work day. Any hours worked during the day shall be compensated at the employee's regular hourly wage.

5. Personal Leave

At the Superintendent's discretion, three (3) personal days will be granted each year. One week prior notice will be required, except in an emergency. The Director of Maintenance and the Principal must approve the request for a personal day.

6. Bereavement Leave

The Superintendent may grant three (3) days bereavement leave for members of the immediate family. Immediate family includes: Parents, Parents-in-laws, brother, brother-in-law, sister, sister-in-law, wives, husbands, children, grandparents, grandchildren, step-parents and step-children.

The superintendent may grant leave for death of someone not in the immediate family, this to be subtracted from accumulated sick leave.

7. Retirement Plan

Custodians who work no less than twenty (20) hours, regularly, during the regular work week must enter the Contributory Retirement Plan.

8. Insurance

1. Employees who work at least twenty (20) hours per week may elect health insurance. Employees are covered for health insurance under the Massachusetts State Group Insurance Commission Health Plan (GIC). This health plan will be in effect from July 1, 2016 through June 30, 2019

Continuation in this plan will be subject to negotiations. The parties agree that the Committee will pay 80% of the plan and the employee shall pay 20% of the plan.

2. The Committee will pay fifty percent (50%) of the cost of a ten thousand dollar (\$10,000) group life insurance policy. Employees who work at least 20 hours per week may elect life insurance.

3. The Committee shall continue to provide dental coverage comparable to the current dental plan

and at the same contribution rate (80% by the Committee, 20% paid by the employee) effective on or before July 1, 2008.

4. Pursuant to the provision of Chapter 697 of the Acts of 1987, the committee agrees to have the employees contributions to group health insurance, dental insurance, and life insurance paid with pre-tax earnings.
5. The School District is implementing a Flex Spending Account for employees.

9. Workers' Compensation

Workers Compensation Benefits shall be those set forth under MGL Chapter 152. In the event an employee receives compensation under the Workers' Compensation Act, the committee agrees to pay the employee, if he/she so elects, the difference between the compensation he/she receives and his/her usual daily rate, said difference to be charged against his/her sick leave account to the extent accumulated sick leave is earned.

10. Jury Duty

An employee who serves on jury duty will continue to receive his/her regular pay from the district provided the district treasurer certifies that the employee has performed jury duty on relevant dates. When payment for such jury duty is made, such payment exclusive of travel or any other allowance shall be refunded to the district. The employee shall be required to furnish all appropriate documentation to the district treasurer.

A second or third shift employee who is on jury duty and who works his/her full tour of duty with the school department will not be required to reimburse the district.

11. Safety Committee

A Safety Committee shall be formed. The Committee shall be composed of the Director of Maintenance, Superintendent or designee, one ATA representative, and one custodial representative designated by the ATA. They shall meet periodically to review workplace safety and draft a safety code.

12. Rest Periods

During each eight hour shift each employee shall be given two ten (10) minute rest periods per shift. All breaks will be scheduled by the Director of Maintenance.

13. Evaluation

The parties will agree to use a mutually developed evaluation instrument which will be attached when complete.

14. Seniority List

The School District administration and the union will agree on a seniority list by September of each year. The list will be posted and a copy will be provided to each custodian and the association. The School District and the union will agree on a seniority list by October 15 of each year.

15. Dues Deduction

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws; and, in accordance therewith, shall certify to the District's Treasurer of the Athol-Royalston

Regional School District all payroll deductions for the payment of dues deductions duly authorized by employees covered by of this agreement.

16. Association Rights

The District shall permit officers and representatives of the Athol Teachers Association [all units] to meet with bargaining unit employees during their lunch and on the work premises for the purpose of addressing workplace issues or engaging in other protected concerted activities, provided such activities do not unreasonably interfere with the school operations.

The employer shall (a) notify the Athol Teachers Association of each hiring decision in the bargaining unit, as soon as possible, and in no event later than three (3) days, after a prospective employee accepts an offer of employment and (b) provide the Association with each new hire's name, job title, worksite location, home address, work telephone numbers, any home and personal cellular telephone numbers on file with the public employer, date of hire, work email address, and any personal email address on file with the public employer. Other than to the Association, the employer will not release the home address, home or personal phone numbers, or personal email address of any employee to any third parties unless required by law or court order.

Representatives of the Association shall be allowed to meet with newly hired employees, during their lunch period and on work premises, within ten (10) calendar days, from their start date of employment.

The Association shall be afforded no less than one-half hour of time during opening day ceremonies/New Teacher Orientation/Convocation to address the bargaining unit as a whole. Attendance of individuals outside of the bargaining unit shall be at the discretion of the Association.

17. Sexual Harassment

The committee and the association recognize Chapter 151B and its impact on the workplace.

18. Family Medical Leave Act, Parenting Leave Act, and Small Necessities Leave Act

The Committee and the Association recognize the F.M.L.A., P.L.A., and S.N.L.A. and agree to adhere to its tenets. These leave policies apply to all bargaining units and are attached to this Agreement.

ARTICLE 5 Employment

1. The work day will be eight hours per day, five days per week, for a total of forty (40) hours; starting and ending hours to be fixed by the principals or administrators. Custodians may take half hour on clock for lunch.
2. Salaries – Minimum and Maximum

Salary increases shall be considered on the anniversary date of employment. Under the terms of this contract, an employee may move to the maximum step after three (3) years of employment with the recommendation of the Maintenance Supervisor and the approval of the Superintendent of Schools.

3. Sign-in, sign-out will be maintained in each school, which will be checked by the Director of Maintenance and principal.
4. Custodians will not leave the buildings unless authorized by the principal or an emergency.
5. Custodians using their own vehicles for school purposes will be reimbursed at the current rate paid to all District employees.

ARTICLE 6

Promotional Opportunities

1. Whenever a vacancy occurs, such vacancy shall be posted in each building. Notices of vacancy shall be posted for ten days prior to filling the vacancy. In order to maintain a healthy learning environment the position may be filled in an interim basis. The interim may be for the duration of the posting and the time taken to interview new candidates for the position.

The successful applicant shall be given a ninety (90) day trial period in the new position at the applicable rate of pay. If at the end of the trial period it is determined that the employee is not sufficiently qualified to perform the work, he shall be returned to his old position and rate of pay. The employee may return to his former position before the completion of the ninety (90) day period.

The following factors will be considered when filling vacancies:

Experience, work history, seniority, ability to do the job, and education and/or training directly related to the duties of the vacant position.

ARTICLE 7

Reduction in Force

1. In the event it becomes necessary to reduce the number of employees or the hours of work of employees in this unit, the Committee will notify the Association and affected employees of the positions being eliminated or reduced in hours of work. If all other factors (i.e. ability, work performance, etc.) are equal, then reductions in force will be done by classification seniority (For the purpose of Reduction In Force there shall be two classifications of maintenance personnel Junior Custodians and Senior Custodians). The employees in the affected positions if more senior may exercise bumping rights as follows:

In the event of a Reduction In Force a Senior Custodian can bump any Senior or Junior Custodian with less bargaining unit seniority. A Junior Custodian can only bump a less senior Junior Custodian.

2. An employee who exercises bumping rights must be presently qualified to perform the duties of the position that he/she bumps into. The employee must accept all of the hours of the position he/she assumes whether the hours of the position are greater than or less than the position he/she previously occupied. An employee who exercises his/her bumping rights shall receive the rate of pay associated with that new position.
3. Employees laid off will be recalled in reverse order of their layoff to positions they are presently

qualified to assume. Recall rights will not exceed one year or the length of service of the laid off employee, whichever is shorter.

ARTICLE 8
Coverage Due to Absence

1. Reasonable attempts will be made to provide coverage when a custodian is absent.
2. A long term substitute may be hired when a custodian will be absent for more than five (5) consecutive days.
3. In the event of the absence of a custodian on the day shift, custodians will be notified and a substitute will be selected from a list of those interested in the position, on the basis of seniority by building first

ARTICLE 9
Other

1. Custodians have permission to attend clinics related to their jobs with permission of the Superintendent and Director of Maintenance. Such application must be signed by building principal with his/her approval. Custodians must provide documentation of attendance at said clinic in order to receive compensation for any prior approved expenses or fees.
2. Copies of this agreement and other pertinent materials relative to job descriptions, responsibilities, and training will be provided to each employee of the association. Any proposed change to the job description of a custodian will be promptly provided to the Association.

ARTICLE 10
Sick Leave Bank

An eligible employee who wishes to take advantage of the provisions of the Sick Leave Bank shall submit a letter of request to the Superintendent of Schools. The letter shall indicate the anticipated period of absence and be accompanied by relevant medical documentation. Response to this request shall be made in writing. A record of all requests and their disposition shall be maintained and the Association shall be informed of the status of each request.

1. The Sick Leave Bank Committee shall be responsible for the administration of the Sick Leave Bank, determine eligibility for use of the bank, and decide the amount of leave to be granted.
2. All decisions will result from a majority vote of the committee.
3. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, and not subject to appeal through the grievance and arbitration process contained in this contract.
4. Once each school year prior to October 1, the ATA will solicit employees for contributions of sick leave to the Sick Leave Bank and will provide written notice to the Superintendent of employees' contributions to the bank.
5. The Superintendent's office will record the number of those employees participating in the

Sick Leave Bank and each of the employees contribution(s) to the Sick Leave Bank as well as deduct the contributions from employees' sick leave balances.

6. Any sick leave granted under the provisions of this article shall expire at the end of the applicable school year.
7. Upon return from extended sick leave during which benefits were received through the sick leave bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other employees.
8. Days which remain in the Sick Leave Bank at the conclusion of the school year shall be carried over in the Sick Leave Bank to the successive school year.
9. When the number of days in the Sick Leave Bank reaches a level which is critically low, it may, at the discretion of the Sick Leave Bank Committee, be renewed by the contribution of one (1) additional day of sick leave by each member covered by this Agreement from their accumulated sick leave.

Eligibility to draw days from the Bank shall be as follows:

- (1) An employee must have contributed to the sick leave bank to be eligible for a grant from the sick bank.
- (2) An employee must have exhausted all of his or her accrued sick leave days.
- (3) The employee's physician must certify that the employee is disabled from working due to personal illness or injury and that such disability is expected to continue so that it will be necessary to draw on the bank.
- (4) A majority of the Sick Leave Bank Committee has approved the employee's request to draw from the Sick Leave Bank. The Sick Leave Bank Committee shall consist of 2 members appointed by the Association, and 2 members appointed by the School Committee, which may consist of Administrative Personnel.
- (5) The illness or injury must be that of the employee. These days are not to be used for family members.
- (6) The maximum number of work days for which a participating employee who is disabled from working due to personal illness or injury may draw days from the Bank shall be determined as follows:

Number of Contiguous Full School Years of Employment	Number of Consecutive Work Days An Employee Must be Disabled From Working Prior to Becoming Eligible to Draw From the Sick Bank	Maximum Number of Work Days An Employee is Eligible to Draw Days from The Sick Bank
At least 1 and not more than 5 years	15 days	30 days
More than 5 and not more than 10 years	30 days	60 days
More than 10 and not more	45 days	90 days

than 15 years

More than 15 years

60 days

120 days

In circumstances in which an employee who has completed more than fifteen (15) full school years of continued employment has exhausted her/his accumulated sick leave due to one (1) or more serious health conditions and the employee continues to have a serious health condition, the Committee will waive the sixty (60) day waiting period required before the employee can draw on the Bank for days needed due to such serious health condition. For purposes of this provision, a serious health condition is demonstrated when the employee's physician certification form under the FMLA.

- (7) Each time an employee uses days from the Bank such days shall be deducted from such employee's applicable maximum.
- (8) In the event a sick bank request would require a waiver of the number of sick days used prior to eligibility, the employee's future accumulated sick leave days will be used to replace the waived sick bank days. These days would still count against the maximum draw from the sick bank. Thus the penalty for a waiver is a reduction in the total amount that can be drawn from the bank.
- (9) The District and the ATA will create a mutually agreed upon sick bank request form.

ARTICLE 11
Salary Schedule

2019-2020

<u>STEP</u>	Junior Custodian	Senior Custodian	AHS/ARMS Senior Custodian	Grds Maint/Dist
1	\$13.49	\$14.72	\$15.54	\$14.92
2	\$15.64	\$16.99	\$17.73	\$17.19
3	\$17.11	\$18.62	\$19.27	\$18.82
4	\$18.70	\$20.25	\$20.89	\$20.45
10 yr. longevity	\$19.20	\$20.75	\$21.39	\$20.95
20 yr. longevity	\$19.45	\$21.00	\$21.64	\$21.20

ARTICLE 12
Compensatory Time

Compensatory time may be required by an employee in place of overtime pay, at the rate of one and one half hours of compensatory time per hour of overtime worked. The request may be granted at the discretion of the Director of Maintenance. Compensatory time will not be granted during school vacation weeks, the week before schools close in June, the week after schools close in June, and the week before schools open in September.

An employee may carry a balance of no more than 24 hours of compensatory time at any one time. Compensatory time may be carried for the full school year in which it is earned, but must be used no later than the close of that fiscal year or paid for at the appropriate rate.

ARTICLE 13
Overtime

Overtime must be approved in advance by the Director of Maintenance, except for overtime required for snow removal or bona fide emergencies, which may be approved by the senior custodian in each building.

Any overtime spent on the job after eight (8) hours within a twenty four (24) hour period or more than forty (40) hours per week will be paid at time and one half.

Where a custodian is required to work on a paid holiday, he/she shall receive his/her pay plus time and a half. If he/she is called in, he/she will be paid for a minimum of three (3) hours. Where a custodian is required to work at a function, not related to normal duties, a minimum of three (3) hours at time and a half will be paid.

ARTICLE 14
Weekend Building Checks

Responsibility for weekend building checks will be assigned on a rotating call-in basis by seniority. Employees assigned to weekend building checks will be paid a minimum of three (3) hours at time and one half, and will check all buildings. The necessity for building checks will be determined at the discretion of the Director of Maintenance.

ARTICLE 15
Mileage

Employees will be reimbursed at the rate of \$0.45 per mile for approved out of district travel for school business.

ARTICLE 16
Longevity

Custodians who have been employed ten (10) years will receive an additional \$20 per week. After twenty (20) years of service an additional 25¢ per hour.

ARTICLE 17
Sick Bank Buy Back

At retirement, custodians with at least 20 years of service, the last five years consecutive, shall be paid an amount equal to 25% of their accumulated sick time when retiring in accordance with the Contributory Retirement System.

The number of days eligible for sick leave buy-back will be capped at 64 days or the amount of accumulated sick leave the employee has on July 1, 2016, whichever is greater. In order to receive this benefit, the retiree must provide the district with written notice by November 1 of the FY in which they intend to retire. Custodians are only eligible for this benefit if they retire at the conclusion of a school year or over the summer. Custodians who submit their intent for this benefit and then withdraw their intent to retire forfeit their ability to collect this benefit in future years. The district may defer payment of this benefit until the July of the fiscal year following the retirement.

ARTICLE 18
Early Death Estate Benefit

A custodian who dies prior to retirement, and has been employed for at least ten (10) years, the last five

(5) consecutive, shall have 23% of his/her accumulated sick days go to their estate in accordance with the limitations contained in Article 16.

ARTICLE 19
Senior Custodian

A senior custodian is a custodian who has worked one year and is sole custodian of a building or who has worked one year and has been placed in charge of a building with more than one custodial employee.

ARTICLE 20
School Functions

In all cases, when a custodian is required to work overtime for a school function, payment for the overtime shall come from the school district within two weeks of the function or one full payroll cycle from the time the paperwork is received.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals effective this 1st day of July 2019.

Nancy D. Melbourne 12/21/20
Athol-Royalston Regional School Committee

Henry Conroy 12/21/20
Athol Teachers Association