

AGREEMENT

between the

TOWN OF NORTHBOROUGH SCHOOL COMMITTEE

and the

NORTHBOROUGH SCHOOL CUSTODIANS

in behalf of

PUBLIC EMPLOYEES LOCAL UNION 1116

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO



JULY 1, 2021 - JUNE 30, 2023

TABLE OF CONTENTS

	<u>Page</u>
	3
ARTICLE I	3
ARTICLE II	3
ARTICLE III	3
ARTICLE IV	5
ARTICLE V	5
ARTICLE VI	6
ARTICLE VII	7
ARTICLE VIII	8
ARTICLE IX	9
ARTICLE X	11
ARTICLE XI	11
ARTICLE XII	12
ARTICLE XIII	12
ARTICLE XIV	12
ARTICLE XV	13
ARTICLE XVI	13
ARTICLE XVII	13
ARTICLE XVIII	14
ARTICLE XIX	15
ARTICLE XX	16
ARTICLE XXI	16
ARTICLE XXII	16
ARTICLE XXIII	17
ARTICLE XXIV	18
ARTICLE XXV	18
ARTICLE XXVI	18
APPENDIX A	19

AGREEMENT

This Agreement, made and entered this **1st day of July, 2021**, by and between the School Committee of Northborough, Massachusetts, hereinafter called the “School Committee”, and the Massachusetts Laborers’ District Council in behalf of Local Union No. 1116, Massachusetts Laborers’ International Union of North America, AFL-CIO, hereinafter called the “Union”.

ARTICLE I **PREAMBLE**

Delivery of custodial services in the most efficient, effective, and courteous manner is of paramount importance to the School Committee, and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

This Agreement is entered into between the School Committee and the duly authorized collective bargaining representative of its employees within the units hereinafter described to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions of employment, and to establish necessary procedures for the amicable adjustment of all disputes and grievances which may arise between the School Committee and its employees. The term “employee” when used in this Agreement shall mean those employees of the School Committee within the units hereinafter described.

ARTICLE II **RECOGNITION**

In accordance with the certification of the Labor Relations Commission in Case MCR 02-5045 dated June 8, 2003, the School Committee recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as defined in Section 1, below:

Section 1: The bargaining unit shall be comprised of all full-time and regular part-time custodians employed by the Northborough School Committee, including all custodians and head custodians, but excluding the supervisor of custodians, all managerial, confidential, and casual employees and all other employees.

ARTICLE III **MEMBERSHIP IN THE UNION**

The School Committee will advise all new permanent and part-time employees who are regularly scheduled to work twenty (20) or more hours, at the time of their employment that the Union is their bargaining representative.

Section 1: Dues Deduction/Agency Fee

The Committee agrees to deduct monthly from the salaries of its employees dues for the Massachusetts Laborers District Council Local 1116 as said employees individually and voluntarily authorize the Committee to deduct, and to transmit monies promptly to the Laborers Local Union 1116. Employee authorization will be in writing in the form which follows:

Name: _____

Address: _____

I hereby request and authorize the Northborough School Committee to deduct from my earnings and transmit to the Union checked below an amount sufficient to provide for regular payment of membership dues as certified by the Union in equal monthly payments for the year and succeeding school years. I understand the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than thirty (30) days prior to the commencement of the school year.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all its officers from any liability thereto.

Massachusetts Laborers District Council, Local 1116, of the Laborers International Union of North America.

Date: _____ Signature: _____

Section 2: LIUNA Local 1116 will certify to the Committee in writing the current rates of its membership dues. Should the Union change the rate of its membership dues Local 1116 will give the Committee thirty (30) days written notice prior to the effective date of change.

Section 3: No later than September 30 of each year, the Committee will provide the Local 1116 with a list of those employees who have voluntarily authorized the Committee to deduct dues for the Union.

Section 4: The Union shall indemnify and save the Committee and and/or the Towns harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

Section 5: If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for the month, no deduction will be made from the employee for that month. The Union will arrange collection of dues for the month directly with the member.

Agency Fee: Members of the bargaining unit who are not members of the Union shall be required to pay the agency service fee. Said fee shall be in the amount and be implemented as prescribed under Massachusetts General Law, Chapter 150E and the regulations of the Massachusetts Labor Relations Commission.

The School Committee shall not be responsible for the implementation, collection, or enforcement of the agency fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

It is understood that the deduction of the agency service fee may be made by the School Committee, with the employee's written permission, through its Treasurer, pursuant to Massachusetts General Law, Chapter 180, §17b.

ARTICLE IV MANAGEMENT RIGHTS

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the School Committee and/or the Superintendent not listed herein. Such inherent management rights shall remain with the School Committee and/or the Superintendent except as specifically modified by the express terms of the collective bargaining agreement.

- a.) Among the Management Rights vested in the School Committee are the right in accordance with applicable law to hire, promote, transfer, and such other rights as are granted by law. The School Committee may also suspend or discharge any permanent employee but only for good cause.
- b.) The School Committee shall have the freedom of action to determine the methods, the means and the personnel for all operations. The School Committee must take whatever action is necessary to carry out its work in emergency situations. The School Committee shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the School Department.

ARTICLE V NO STRIKE OR LOCK OUT

Section 1: No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by himself/herself or any other employees. The Superintendent may take appropriate action for violations of this section.

Section 2: The School Committee agrees that there shall be no lock out of employees.

ARTICLE VI
TEMPORARY POSITION, TEMPORARY APPOINTMENT, PROBATIONARY
PERIOD AND SENIORITY

Section 1: Temporary Employee: An employee shall be considered temporary if he is hired on a temporary basis and to fill a temporary position, full-time or part-time (twenty (20) hours or more), summer and casual employees excluded.

- a.) A person may be hired on a temporary basis for a period of no longer than six (6) months and one (1) day.

Section 2: Probationary Period: Every employee, whether hired on a temporary or permanent basis, shall be on a probationary period during the first six (6) months of his employment. Service on a temporary basis shall be counted as service in a probationary status. When an employee is promoted into a new position, he/she shall serve a six (6) month probationary period during which time his ability to perform shall be evaluated. If the parties agree, this probationary period may be extended for an additional six (6) month period. A temporary employee hired shall have to complete a six (6) month probation period. At the conclusion, if the Superintendent or his/her designee deems it necessary, he/she may extend the probationary period for an additional six (6) months.

Section 3: Seniority:

- a.) Seniority is defined as the length of continuous employment in any permanent position covered by this Agreement. An employee shall not acquire seniority during his probationary period of six (6) months but thereafter his seniority will date from the first working date after his initial employment.
- b.) Seniority list containing the name, date of seniority, classification and location of employees will be made available to the Union in January of each year. Protests regarding seniority must be made within thirty (30) days after the lists are posted. No change shall be made in the seniority date established for an employee which has heretofore appeared or hereafter appears on two (2) consecutive annual lists without protest by the employee. In the case of employees who started work on the same day, their relative positions shall be determined by a drawing.

Section 4: Reduction in Force: In the event a reduction in force is required, the most junior employee in the classification affected shall be subject to layoff, provided that the more senior employee shall be qualified to do the job. The School Committee shall give not less than two (2) weeks' notice of any layoff, unless the cause of layoff is such as to make notice impossible.

Section 5: Recalls: For a period of one (1) year from date of layoff, employees shall have the right to be recalled to their former positions in accordance with their seniority within their classification. In the event a position becomes vacant and there are no employees with recall rights to said position, then other employees who are laid off and are qualified to do the job shall in the order of their seniority be given preference to fill said position before any new

employees are hired. An employee who is on lay-off status and fails to report for work within fourteen (14) days after the notice of recall shall be considered terminated unless an extension is granted by the Superintendent or his/her designee.

ARTICLE VII
HOLIDAYS

Section 1: Paid Holidays: The School Committee of Northborough shall observe the following holidays:

½ before New Year’s Day Celebration	New Year’s Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans’ Day**
Patriots Day	Thanksgiving Day
Memorial Day	½ day before Thanksgiving
Day after Thanksgiving	Independence Day
Day before Christmas Day	Labor Day
Christmas Day	Good Friday**
Yom Kippur**	Rosh Hashanah**

** paid holiday when the day is scheduled on the school calendar

If the School Committee should change the school calendar, either party may request to impact bargain over the change.

Section 2: It is the intent of this section that no employee, employed full-time or part-time for a minimum of twenty (20) hours, shall lose pay by the observance of any of the listed holidays; provided, however, that part-time employees shall receive holiday benefits only for holidays falling within their regularly scheduled work week; and provided further that, except as specifically provided elsewhere in this section, no employee, full-time or part-time, shall receive, in any week in which a holiday occurs, compensation in excess of his or her normal week’s pay as a result of the payment of compensation for such holiday. To these ends, this section shall be administered as follows:

Full-Time Employees (40 hours): The employee is entitled to each of the scheduled holidays or the equivalent time off with pay, based on the hourly rate of the employee for the number of hours normally worked on the day of the week on which the holiday falls, or for the number of hours normally worked on the day of the week given as equivalent time off, as the case may be.

Part-Time Employees (minimum 20 hours): The employee is entitled to compensation for those holidays falling within his or her usual work schedule only, as follows:

- a. The number of hours normally scheduled for the day of week on which the holidays falls; or
- b. The number of hours normally scheduled for each week, divided by the number of days normally scheduled to work in each week, whichever is applicable.

Section 3: Holiday time will be given on the holiday if possible. If not, where applicable, equivalent time off with pay will be granted. However, if according to the needs of the Department, holiday time of equivalent time off cannot be granted, the employee shall receive payment at one and one-half (1 ½) times the regular hourly rate for all hours worked on the holiday, in addition to his or her holiday pay.

Whenever a holiday falls on Sunday, it will be observed on the Monday following. Whenever a holiday falls on Saturday or on a full-time employee’s day off, holiday time will be scheduled by the Department Head. To be eligible for holiday pay, it is necessary that an employee work his or her full assigned shift on his or her regularly scheduled workday before a holiday, and the next regularly scheduled working day following the holiday, unless the employee has been excused for a legitimate reason by the Department Head. Holiday time will not be cumulative and must be taken within either three (3) weeks before or three (3) weeks following the specified holiday.

ARTICLE VIII
VACATIONS

All persons employed regularly by the School Committee full-time or part-time for a minimum of twenty (20) hours per week shall receive paid vacations according to the following schedule: The part-time compensation formula shall be used to determine the pro-rated part-time employee’s vacation day:

Vacation Year: The vacation year is based on the fiscal year, July 1 to June 30. Vacation allowance is earned and must be taken in the same fiscal year.

Vacation Allowance: Employees earn vacation allowance for each full month of service in the vacation year. The rate is based on the employee’s length of service. The length of service is calculated by comparing the employee’s anniversary date in the new fiscal year with his/her original hire date:

<u>Length of Service</u>	<u>Earnings Rate</u>	<u>Allowance</u>
0-5 years	5/6 day/month	10 days
6-10 years	5/4 day/month	15 days
10-19 years	5/3 day/month	20 days
20+ years	5/2 day/month	25 days

Vacation Accounts: For record-keeping purposes, at the beginning of each vacation year, each employee will be credited with his/her vacation allowance. This represents the

amount of paid vacation that the employee would earn if he/she completes the entire fiscal year.

With the approval of the responsible Central Office Administrator, an employee may receive advance payment of credited but unearned vacation pay. If an employee terminates from employment, he/she will be required to repay all unearned vacation payments, to be deducted from his/her final paycheck. Employees with earned vacation in their accounts are eligible to receive these amounts upon termination of employment.

Scheduling: One (1) to three (3) days of vacation shall be granted with one (1) week notice at the discretion of the Superintendent of Schools and/or his/her designee. If an employee is to take a full week of vacation, he/she must give three (3) weeks notice. Vacation will not be unreasonably denied.

Custodians are limited to ten (10) vacation days at any one time without special approval, and no vacation time may be taken during the school vacation weeks in December, February, and April, the last two (2) weeks of the school year, or two (2) weeks prior to the start of the school year, without prior approval of the Superintendent of Schools.

A beginning employee must complete three (3) months of service before receiving scheduled vacation time.

The minimum allowable time charged against vacation shall be eight (8) hours.

ARTICLE IX **PAID LEAVE**

Section 1: All full-time personnel (those paid on a forty (40) hour, fifty-two (52) weeks per year basis), shall be entitled to fifteen (15) days of paid sick leave per year for personal illness, cumulative to one hundred thirty (130) days. Sick days shall accumulate at the rate of one and one-twelfth (1 1/12) days per month between July 1 and June 30 of each fiscal year. Part-time personnel (twenty (20) hours or more), shall be pro-rated.

Section 2: New employees having completed the six (6) months probationary period shall be credited as of the end of said six (6) months, with sick leave in the amount of one (1) day for each full month intervening between the six (6) months anniversary date and the next July 1, up to a maximum of twelve (12) days. Use of such leave must be occasioned by sickness or injury.

Section 3: Unused sick leave shall be cumulative, and shall be carried forward on July 1 of each year, to be added to the sick leave credited as of July 1. An amount equal to \$50 per day will be paid to any employee for unused sick time up to five (5) days.

Section 4: When an employee finds it necessary to be absent because of accident or illness, he/she shall report the fact to their immediate supervisor as soon as possible either in

person or phone call. Sick leave will not be granted unless such report is made. For the protection of the School Committee, the Superintendent or supervisor may require the presentation of appropriate medical documentation, including the right to require the employee to undergo an Independent Medical Exam, at the expense of the School Committee, after three (3) successive days for the injury or illness the employee is absent for.

Section 5: Up to three (3) days may be used for care of an employees' spouse, children, or immediate household members. After three (3) days, a doctor's note may be required. Additional days may be granted at the discretion of the Superintendent of Schools.

Section 6: Any member covered under this agreement that has completed at least **15** years of service upon retirement will receive \$20 a day, up to 100 days, for any unused sick leave.

The minimum allowable time charged against sick leave shall be four (4) hours.

Section 7: Up to 5 sick days per year may be used for bedside care for immediate family members (parents, spouse, significant other, children, sibling, grandparent, grandchild, son-, daughter-, mother-, father-in-law or other member of the immediate household). All such days will be deducted from the employees sick time.

Section 8: Parental Leave without pay shall be granted to any employee as follows:

1. Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, every employee is entitled to up to eight (8) weeks of parental leave if they completed an initial probationary period of three (3) months and if they give at least two (2) weeks notice of the expected departure and return dates.
2. An employee may return from parental leave at any time after the birth or adoption of a child. A minimum of one week's notice of return is required.
3. As an alternative to (2) above, extended parental leave may be granted not exceed the remainder of the current school year. It may be granted at the discretion of the
4. An employee adopting a child of under 3 years of age may be entitled upon written notice to a leave to commence any time during the first year after receiving de facto custody of said child, or prior to receiving custody if necessary in order to fulfill the requirement of adoption. It may be granted at the discretion of the Superintendent.
5. Parental leave in case of interrupted pregnancy or intent of adoption may be terminated if an employee requests in writing to the Superintendent the desire to return to her position. Such action is subject to the approval of the Superintendent.
6. An employee on an unpaid leave of absence is eligible to continue their health, dental, life and disability insurance with 100% of the premium paid by the employee.
7. These provisions shall be interpreted so as to permit total compliance with Federal and State (Massachusetts) laws and regulations governing parental leave.
8. Adoptive parents are eligible for the benefits under this Article.
9. All requests for extensions or renewals of leaves will be applied for and answered in writing.

ARTICLE X
PERSONAL LEAVE

Section 1: All persons employed, full-time or part-time who have completed the six (6) months probationary period by July 1 of any year, shall be entitled to personal leave of three (3) days, to become available on July 1 for use during the ensuing fiscal year.

A total of three (3) days of leave shall be granted for personal legal, personal business, household or family matters which require absence during school hours. Application for personal leave will be made to the Principal at least forty-eight (48) hours before taking such leave (except in the case of emergencies), and the applicant for personal leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section. It is not the intent that personal days be utilized immediately preceding or immediately following a vacation or holiday for the purpose of extending said vacation. Personal days may be used prior to or immediately following a vacation or holiday only in matters listed in the first sentence of this section and not related to the holiday or vacation. The Union agrees, in these instances, that reasons for requested time must be given to the Administration for its approval.

Section 2: New employees having completed the six (6) months probationary period shall be credited as of the end of said six (6) months, with one and one-half (1½) personal days for use during the period between said six (6) months anniversary and the end of the then current fiscal year; provided, however, that the said six (6) month probationary period must have been completed by May 1 of that year.

ARTICLE XI
FAMILY AND MEDICAL LEAVE

The School Committee agrees to abide by the provisions of the 1993 Family and Medical Leave Act (FMLA). All eligible employees are entitled to up to twelve (12) weeks of unpaid leave for certain family and medical reasons in a one (1) year period. Employees are eligible for FMLA if they have worked for the School Committee for at least one (1) year and at least for one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months.

Unpaid FMLA leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care
- To care for the employee's spouse, son, daughter, or parent, who has a serious health condition
- For a serious health condition that makes the employee unable to perform the employee's job

The School Committee may allow, at the option of the employee, the use of paid leave time during the FMLA absence including accumulated Sick Leave, Vacation Leave, and Personal Leave. The School Committee requires all employees applying for an FMLA leave to notify the Superintendent of Schools, in writing, thirty (30) days prior to the leave, if possible.

ARTICLE XII
BEREAVEMENT LEAVE

Custodians shall be granted up to three (3) school days at any one time in the event of the death of a spouse, child, parent, sibling, grandfather, grandmother, son-in-law, daughter-in-law, father-in-law, mother-in-law, significant other, or other member of the immediate household. Custodians will be granted one (1) day at any one time in the event of the death of a brother-in-law, sister-in-law, uncle, aunt, cousin, niece, or nephew. Leaves taken pursuant to this section will be in addition to any sick leave to which the custodian is entitled. If additional days for bereavement are required, they may be granted and deducted from the sick leave allowance.

ARTICLE XIII
MILITARY LEAVE

A maximum of twelve (12) days per school year is granted to persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Custodians will be paid the difference between their regular pay and the pay which they receive from the state or federal government.

ARTICLE XIV
JURY DUTY

Any Custodian who is called to jury duty shall, upon written evidence presented to the Superintendent, receive regular wages for the first three (3) days, or part thereof, of juror service. If said Custodian is on jury duty for more than three (3) days, said Custodian's pay will be equal to the difference between regular pay and the pay for jury duty.

ARTICLE XV
LONGEVITY PAY

Section 1: Custodians having extended continuous service in the Northborough School System shall be compensated above their current position in the longevity salary schedule as follows:

10 or more years: \$800.00 per year
15 or more years: \$1,000.00 per year
20 or more years: \$1,200.00 per year

ARTICLE XVI
TRAVEL REIMBURSEMENT

All Head Custodians will receive a \$500.00 travel allowance per year to cover the cost of travel in using their own vehicles in the performance of their job. Payment will be split and paid in December and June.

All Assistant Head Custodians will receive a \$350.00 travel allowance per year to cover the cost of travel in using their own vehicles in the performance of their job. Payment will be split and paid in December and June.

ARTICLE XVII
OVERTIME

Section 1: All full-time employees working over forty (40) hours in any week shall be paid for at the rate of time and a half (1 ½).

Section 2: Employees called back to work after their normal shift has ended shall receive a four (4) hour minimum at time and one-half (1 ½) their normal rate.

There shall be no pyramiding of overtime.

Section 3: An employee shall be paid double time for all hours actually worked on Christmas Day, Thanksgiving Day, and New Year's Day.

Section 4: If there is set-up time or break-down time for events required outside of the regularly scheduled workday, the custodian(s) will be eligible for overtime. If a weekend event is canceled with less than 24 hours of notice, then the custodian who was scheduled to work that weekend event will receive a flat fee of \$100.

ARTICLE XVIII
GRIEVANCE PROCEDURE

General

- A. A grievance is herein defined to mean a dispute involving the meaning, interpretation, or application of this contract.
- B. The grievance must be filed within five (5) working days from the day of the event on which the grievance is based or from the date when the unit member had or should have had knowledge of the event.
- C. Failure at any step of this procedure to communicate the decision of a grievance within specified time limits to the aggrieved employee and to the President of the Union shall permit the aggrieved to proceed to the next step.
- D. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed acceptance of the grievance decision rendered at that step.
- E. All time limits contained herein are considered maxima unless extended by mutual consent.
- F. If an employee covered by this contract shall present any grievance without representation by the Union, the disposition, if any, shall be consistent with the provisions of this Agreement. The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

Levels

- A. **Level One.** An employee with a grievance shall present it to the Building Principal within five (5) working days of the event on which the grievance is based or from the date when the unit member had or should have had knowledge of the event.
- B. **Level Two.** In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) working days after presentation of the grievance to the Building Principal, the grievance shall be reduced to writing and referred to the Superintendent within five (5) working days of the disposition under Level One. Within ten (10) working days after submission of the grievance at Level Two, the Superintendent or his designee shall meet with the aggrieved employee in an effort to settle this grievance. The employee shall have the right to Union representation at this meeting. The Superintendent shall respond to the grievance within ten (10) working days following the meeting on the grievance.

- C. Level Three. In the event that the grievance shall not have been satisfactorily disposed of at Level Two or that no decision is rendered within ten (10) working days after the Level Two meeting, the Union may submit the grievance to arbitration. The arbitrator shall be selected by the parties. In the event that the parties cannot agree, the selection shall be made in accordance with the rules and regulations of the American Arbitration Association. If both parties agree, the grievance may be submitted before the State Labor Relations Commission.
1. The arbitrator shall be without power or authority to alter the terms of this Agreement, and/or to make any decision not in accord with existing State and Federal statutes.
 2. The decision of the arbitrator shall be final and binding on both parties.
 3. The arbitrator's decision shall be in writing and shall be rendered within thirty (30) calendar days of the closing date of the hearing.
 4. The cost of the arbitrator shall be borne equally by both parties.
 5. The arbitration provision of this Agreement will not apply to a grievance unless the employee elects the grievance procedure arbitration provision as the final, binding, and exclusive procedure. Failure of the employee to choose one procedure from a choice of procedures shall be deemed justifiable and proper reason for the Committee to refuse to participate in arbitration. Such a refusal in accordance with the provisions of this article shall not be a violation of the Collective Bargaining Agreement.

ARTICLE XIX **DISMISSAL**

An employee who has completed his/her probationary period may be dismissed for the following reasons or other good cause:

Willful neglect or non-performance of one (1) or more assigned duties;

Demonstrated incompetence in the performance of one (1) or more assigned duties;

Behavior that seriously interferes with the normal operation of the school, the department, or any member of the workforce;

Insubordination, which shall mean a refusal to carry out a direct order;

Dishonesty in the performance of assigned duties;

Chronic absenteeism or tardiness without reasonable excuse;

Unauthorized possession or use of alcohol or any unprescribed controlled substance during any period of assigned work;

School theft;

Failure to adhere to district policies as stated in the Northborough School Committee Policy Handbook.

ARTICLE XX
HOURS OF WORK

School Custodians:

- a. The workweek shall be Monday thru Friday for all full-time and part-time employees who work twenty (20) or more hours.
- b. Fifteen (15) minute break in the morning and a thirty (30) minute paid lunch and a reasonable amount of clean up time at the end of shift.
- c. Any shift change shall require a two (2) week notification.

ARTICLE XXI
UNION ACTIVITIES

Section 1: The School Committee will provide a bulletin board for the use of the Union for official notices and other non-controversial matters.

Section 2: Insofar as the work requirements of the Department permit, Union stewards will be excused from duty with pay, when required to help in the processing and servicing of employees with grievances. The Union steward shall give the employer reasonable advance notice of his/her business so that work schedules may be arranged accordingly. One (1) employee may be absent from work to conduct such Union business.

Section 3: The Union Steward shall be allowed up to twelve (12) hours per year for Union business, with pay, providing advance approval has been given by the Superintendent or his/her designee.

ARTICLE XXII
MISCELLANEOUS

Section 1:

- a.) Workmen's Compensation coverage, life insurance, medical insurance, and pension, shall remain as at present.
- b.) Effective July 1, 2011, the employee contribution for health insurance will increase by 5% from 20% to 25% (75% - 25% Employer/Employee contribution).

Section 2: In accordance with the law, where special licenses to operate motor equipment is required, an employee without such license will not be required in any case to operate such equipment.

Section 3: The School Committee shall supply all tools that are required to perform one's duties. If an employee supplies any of his/her own tools and it breaks, the School Committee shall replace said tool.

Section 4: All job related licenses required in the performance of one's duties shall be paid by the School Committee, and all job related renewals shall be paid by the School Committee. Class D drivers' licenses are excluded.

Section 5: Safety Gear:

- a.) The School shall supply to each employee, rain gear, eye and ear protection, i.e. goggles, etc.
- b.) The School Committee shall supply, twice each year, gloves to all employees (once in the Spring and once in the Winter).

Section 6: When an employee works continuously for sixteen (16) hours, any hours worked thereafter shall be at double time (2x) their normal hourly rate.

Section 7: Custodians will not be assigned to bus duty or crosswalk duty. Custodians are not responsible to clean cafeteria tables as part of their daily assignments.

Section 8: To prepare the middle school fields for sport activities, there will be a stipend in the amount of \$250 paid to up to two people in the fall and for one person in the spring in the amount of \$250.

ARTICLE XXIII

WAGES

The wages increases will be as follows:

July 1, 2021 – 2%

July 1, 2022 - 2%

Wage Schedule: See APPENDIX A

ARTICLE XXIV
CLOTHING ALLOWANCE/BOOT ALLOWANCE

- a. The School Committee shall provide each Custodian with ten (10) shirts per year, either long or short sleeve and two (2) sweatshirts or hooded sweatshirts per year.
- b. The School Committee shall give each Custodian a \$350.00 cleaning and boot allowance, payable the first pay period in September.

ARTICLE XXV
EVALUATIONS

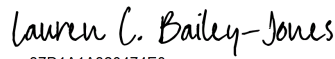
Employees will be evaluated at least annually beginning no later than February 15th and concluding by April 1st of each fiscal year. The principals will be responsible for conducting the evaluations. It is required that each evaluation be discussed privately with the employee. During the evaluation, the employee will be advised about his/her performance level and particular areas in which his/her performance should be improved. Employees have the right to submit written comments with the evaluation. When the evaluation is complete, the employee should sign the performance review sheet. All signatures and dates must be completed on the form. At the conclusion of the evaluation process, the original evaluation will be sent to the Office of the Superintendent to be placed in the employee's file.

If the employee requests to have his/her evaluation reviewed, he/she should complete the appropriate section of the form that pertains to this request.

ARTICLE XXVI
DURATION

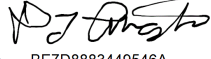
The provisions of this Agreement will be effective July 1, **2021** and will continue and remain in full force and effect through June 30, **2023**.

FOR THE SCHOOL COMMITTEE:
OF NORTHBOROUGH

DocuSigned by:

37D1A1A320474E0...

DATE: 6/23/2021

FOR THE MASSACHUSETTS LABORERS'
DISTRICT COUNCIL, LOCAL 1116

DocuSigned by:

BE7D8883449546A

DATE: 6/24/2021

APPENDIX A

Salary Schedule

FY22 @ 2%													
ASST HEAD CUST (DAYS & NITES) MMS; and HEAD CUST, 18 RM ELEM		\$20.90	\$21.50	\$22.13	\$22.71	\$23.37	\$23.93	\$24.47	\$25.05	\$25.71	\$26.34	\$27.52	\$28.93
HEAD CUSTODIAN, 12 RM ELEM		\$20.33	\$20.97	\$21.50	\$22.13	\$22.73	\$23.38	\$23.98	\$24.52	\$25.07	\$25.62	\$26.81	\$28.18
CUSTODIAN		\$19.67	\$20.36	\$21.02	\$21.59	\$22.17	\$22.75	\$23.41	\$23.98	\$24.54	\$25.09	\$26.23	\$27.60
FY23 @ 2%													
ASST HEAD CUST (DAYS & NITES) MMS; and HEAD CUST, 18 RM ELEM		\$21.32	\$21.93	\$22.58	\$23.16	\$23.84	\$24.41	\$24.96	\$25.55	\$26.23	\$26.86	\$28.07	\$29.51
HEAD CUSTODIAN, 12 RM ELEM		\$20.74	\$21.39	\$21.93	\$22.58	\$23.18	\$23.85	\$24.46	\$25.01	\$25.57	\$26.13	\$27.34	\$28.75
CUSTODIAN		\$20.06	\$20.77	\$21.44	\$22.03	\$22.62	\$23.20	\$23.88	\$24.46	\$25.03	\$25.59	\$26.76	\$28.15