

# **AGREEMENT**

**between the**

**NORTHBOROUGH/SOUTHBOROUGH REGIONAL SCHOOL COMMITTEE**

**and the**

**ALGONQUIN REGIONAL HIGH 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**

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**AGREEMENT**

This Agreement, made and entered this **1st day of July, 2021**, by and between the Regional School Committee of Northborough/Southborough, 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 October 27, 2010, 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 custodians employed by the Northborough/Southborough Regional School Committee at the Algonquin Regional High School, including all custodians, Supervisor of Maintenance, and Supervisor of Night Custodians but excluding the Director of Facilities, 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 Northboro/Southboro Regional 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/she 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/her 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/her probationary period of six (6) months but thereafter his/her seniority will date from the first working date after his/her 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 shall observe the following holidays. If the School Committee should change the school calendar, either party may request to impact bargain over the change.

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

**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 works 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+ years	5/3 day/month	20 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 at the discretion of the Facilities Director with a 48 hour notice. 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. Vacation time taken during the school vacation weeks in December, February, and April or two (2) weeks prior to the start of the school year shall be granted at the discretion of the Supervisor.

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. Custodians may be allowed to request four (4) hour vacation days up to six (6) times per year. This may be granted at the discretion of the Facilities Director.

**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 as of July 1 for personal illness, cumulative to one hundred thirty (130) days. Part-time personnel (twenty (20) hours or more), shall be prorated.

Section 2: Any member covered under this agreement that has completed at least 20 years of service upon retirement will receive \$20 a day, up to 100 days, for any unused sick leave. **An amount equal to \$50 per day will be paid to any employee for unused sick time up to five (5) days, after 130 cumulative allowed.**

Section 3: 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 4: 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.

Section 5: When an employee finds it necessary to be absent because of accident or illness, he/she shall call the school absence reporting line and also 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 6: Up to three (3) sick days may be used for care of an employees' spouse, significant other, child, parent, sibling, grandparent, grandchild, son, daughter, mother/father-in-law, or other member of the immediate household. This time shall be taken from accumulated sick time. After three (3) days, a doctor's note may be required. Additional days may be granted at the discretion of the Superintendent of Schools.

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

**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.

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**  
**SMALL NECESSITIES LEAVE**

Pursuant to M.G.L. c. 149, s. 52D, the School Committee agrees to abide by the provision of the 1998 Act Providing Employees Leave for Certain Family Obligations. The Small Necessities Leave Act (SNLA) mandates that certain eligible employees be permitted to take a total of 24 hours of unpaid leave during any 12-month period. These 24 hours are in addition to the 12 weeks already allowed under the Federal Family and Medical



Leave Act. Employees are eligible for SNLA 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.

The 24 hours of leave may be taken by an eligible employee for any of the following purposes:

- (1) To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or
- (3) To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

An employee may take up to twenty-four hours of SNLA leave within any rolling twelve (12) monthly period, measured backward from the date any leave is used. SNLA leave may be taken in blocks of at least one hour, up to the maximum amount of leave time available.

In the event of foreseeable leave, employees are expected to submit a written request for leave by seven (7) days prior to the anticipated commencement of the leave. When leave is not foreseeable, notice must be given as soon as is practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.

Employees are required to use paid vacation or personal time off, if available, during the time taken for SNLA leave. Any paid time off used is exhausted simultaneously within an employee's entitlement to SNLA leave. If the employee has no paid time off available, then the leave will be unpaid.

#### **ARTICLE XIII 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, cousin, uncle, aunt, 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 XIV 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 XV 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 XVI**  
**LONGEVITY PAY**

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

<b>LONGEVITY SCHEDULE</b>	<b>2021-22</b>	<b>2022-23</b>
<b>10 or more years of service:</b>	<b>\$735</b>	<b>\$771.75</b>
<b>15 or more years of service:</b>	<b>\$945</b>	<b>\$992.25</b>
<b>20 or more years of service:</b>	<b>\$1,155</b>	<b>\$1,212.75</b>

**ARTICLE XVII**  
**TRAVEL REIMBURSEMENT**

One custodian primarily responsible for travel will receive a **\$1,110** travel allowance per year to cover the cost of using his/her own vehicle in the performance of their job. Up to two custodians secondarily responsible for travel will receive a **\$610** travel allowance per year to cover the cost of using his/her own vehicle in the performance of their job. The payment will be split in December and June.

**ARTICLE XVIII**  
**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 for emergency purposes after their scheduled 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, New Year's Day and Graduation 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 XIX**  
**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/her 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 XX**  
**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/Southborough Regional School Committee Policy Handbook.

**ARTICLE XXI**  
**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 in the afternoon 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 unless mutually agreed upon by the Director of Facilities and Custodian.

**ARTICLE XXII**  
**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 XXIII**  
**MISCELLANEOUS**

Section 1:

- a.) Workmen's Compensation coverage, life insurance, medical insurance, and pension, shall remain as at present.
- b.) During the duration of the July 1, 2017 through June 30, 2020 contract, health care shall be an 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 Committee shall supply to each employee personal protection items such as rain gear, eye and ear protection, i.e. goggles, gloves etc.

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.

**ARTICLE XXIV**  
**WAGES**

The wage increase will be as follows:

**July 1, 2021: 2% increase**

**July 1, 2022: 2% increase**

Wage Schedule: See APPENDIX A

**ARTICLE XXV**  
**CLOTHING ALLOWANCE/BOOT ALLOWANCE**

- a. The School Committee shall provide each custodian Custodian with ten (10) shirts per year, either long or short sleeve and two (2) sweatshirts or hooded sweatshirts per year to be delivered in November.
- b. The School Committee shall give each custodian a \$500.00 clothing and boot allowance payable the first pay period in September annually.

**ARTICLE XXVI  
EVALUATIONS**

Employees will be evaluated at least annually beginning no later than February 15<sup>th</sup> and concluding by April 1<sup>st</sup> of each fiscal year. The principal and/or designee 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 XXVII  
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/SOUTHBOROUGH:  
REGIONAL SCHOOL DISTRICT

DocuSigned by:  
*Paul H. Desmond*  
BDC091A7C5C2483...

DATE: 6/23/2021

FOR THE MASSACHUSETTS  
LABORERS' DISTRICT  
COUNCIL, LOCAL 1116  
ALGONQUIN REGIONAL  
HIGH SCHOOL CUSTODIANS

DocuSigned by:  
*Armando Bairos* *Norberto Chaves*  
E4B2F1E8D2844AC... A74E21D934524AE...

DATE: 6/24/2021      6/24/2021

**APPENDIX A****REGIONAL CUSTODIANS' SALARY SCHEDULE  
2021-2022**

POSITION/STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
CUSTODIAN	\$20.22	\$20.78	\$21.41	\$22.21	\$22.60	\$23.21	\$23.88	\$24.48	\$25.04	\$25.88	\$26.16	\$27.09	\$27.62	\$28.14

**REGIONAL CUSTODIANS' SALARY SCHEDULE  
2022-2023**

POSITION/STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
CUSTODIAN	\$20.62	\$21.19	\$21.84	\$22.65	\$23.06	\$23.67	\$24.36	\$24.97	\$25.54	\$26.39	\$26.69	\$27.63	\$28.17	\$28.70