

AGREEMENT

HULL SCHOOL COMMITTEE

AND

HULL SCHOOL CUSTODIANS

JULY 1, 2020 – JUNE 30, 2021

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AGREEMENT

BETWEEN

HULL SCHOOL COMMITTEE (TOWN OF HULL)

and

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES AFL-CIO

STATE COUNCIL #93, LOCAL 1395, CHAPTER 3

JULY 1, 2020 TO JUNE 30, 2021

This agreement entered into by the Hull School Committee hereinafter referred to as the Employer, and Local 1395, Chapter 3, Hull School Department, State Council #93 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

This Agreement, in its entirety, is in effect for the period outlined above.

ARTICLE I - RECOGNITION

- 1.1 The Employer recognizes Local 1395, Chapter 3, Hull School Department, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive Bargaining Agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all custodial and maintenance personnel employed by the Hull School Committee.
- 1.2. The Employer will not aid, promote or finance any Labor Group or organization which purports to engage in Collective Bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.
- 1.3 The union agrees not to intimidate or coerce employees into membership or to solicit membership on employer time.

ARTICLE II - UNION DUES

- 2.1 Employees shall tender monthly membership dues or agency fee by signing the Authorization of dues/agency fee form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues/agency fee hereinafter set for, the Employer agrees to deduct union membership dues or agency fee levied in accordance with the

constitution of the Union or as required by law from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues/agency fee deducted.

- 2.2 In consideration of the Employer's agreement for dues deduction, the Union hereby agrees to indemnify the employer, its agents, officers and employees and hold them harmless from any and all claims, demands, suits, interest or other forms of liability however denominated which may arise out of the enforcement of Section 2.1.

Note: Intent is to allow employees to make the appropriate election as permitted by law (ch.150E)

ARTICLE III - DISCRIMINATION AND COERCION

- 3.1 There shall be no discrimination by the Superintendent or other agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.

ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

- 4.1 A "grievance" is a dispute concerning the application, meaning or interpretation of this Agreement. No grievance shall be considered under the grievance procedure unless it is presented as provided in this Article. A grievance must be referred to the next step as provided below or the grievance shall be considered settled on the basis of the last answer given. If at any step the Employer fails to respond within the time limits set forth, the grievance shall be deemed denied and may be moved to the next step. If the grievance is settled at one of the following steps, that particular grievance shall be considered closed and shall not thereafter be subject to the grievance procedure. A grievance shall be processed in accordance with the following steps:
- 4.2 STEP 1 - The Union Steward and/or Representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the Principal within three (3) working days of the date of the grievance or when he or she should have reasonably had knowledge of its occurrence. The Principal shall attempt to adjust the matter and shall respond to the steward within three (3) working days in writing.
- 4.3 STEP 2 - If the grievance still remains unadjusted, it shall be presented to the working Superintendent of Schools in writing within five (5) working days after the response of the Principal. The Superintendent shall respond in writing within seven (7) working days, and within ten working (10) days when school is not in session. If the grievance is unsettled, it shall be referred to the School Committee within seven (7) working days in writing. The School Committee shall reply within five (5) working days after its next regular meeting.
- 4.4 STEP 3 - If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the School Committee is due, by written notice to the other, request arbitration. It shall not be enough to notify the other party of an intent to file for arbitration. Rather, the actual filing of the demand for arbitration must be filed with the agency

overseeing the arbitration, either the American Arbitration Association or upon mutual agreement the Labor Relations Connection, within the above-referenced thirty (30) days.

- 4.5 The party filing for arbitration under Section 4.4 above, may file the arbitration with one of the following agencies: the Massachusetts Board of Conciliation and Arbitration, the American Arbitration Association, or the labor Relations Connection. The arbitrator will be selected through the procedures the agency selected uses for doing so.
- 4.6 The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement to the grievance as submitted to him or her for arbitration in accordance with the grievance submitted at the outset of the grievance procedure, and he or she shall have no authority, directly or indirectly, to modify, amend, add to, or subtract from, any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
- 4.7 The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records and makes copies available, without charge to the other party and to the arbitrator.
- 4.8 Grievances involving disciplinary action shall be processed beginning at the third (3rd) step. If the case reaches arbitration, the arbitrator shall have the power to direct a Resolution of the Grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.
- 4.9 Grievance or arbitration settlements involving retro-activity shall be made effective as of a date mutually agreed upon by the parties or as determined by the arbitrator, but in no event shall such date be earlier than the date of the grievance.

ARTICLE V - CIVIL SERVICE

- 5.1 The Employer and the Union shall recognize and adhere to all Civil Service and State Labor Law, Rules and Regulation, relative to seniority, promotions, transfers, discharges, removals and suspension. It is expressly understood that if some or all of the positions covered by this contract are removed from Civil Service, immediately thereafter this contract's reference to Civil Service shall no longer apply, except to those persons who are already civil service custodians with the District at the time any such change took effect (Civil Service removal date effective July 1, 2006).
- 5.2 The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any Statute relative to the above matters shall have recourse to the grievance procedure contained herein.

ARTICLE VI - SENIORITY

- 6.1 All other qualifications being equal, the principle of seniority shall be used as a major factor in cases of promotion within the bargaining unit, preference in shift, area of building

assignment, and choice of vacation period.

- 6.2 Custodians will not be required to work any function while working at their own position unless needed to respond to any unforeseen situation that requires immediate and temporary attention.

ARTICLE VII - ASSIGNMENTS AND HOURS OF WORK

- 7.1 Employees will be assigned to schools at the discretion of the Superintendent of Schools or designee.
- 7.2 The regular hours of work each day shall be consecutive, except for interruptions for meal breaks.
- 7.3 The work week shall consist of five (5) consecutive seven (7) hour days, Monday through Friday, inclusive, except for employees in continuous operations, discussed below.
- 7.4 The normal workday shall consist of seven (7) consecutive hours within the twenty four (24) hour period. Each employee shall be scheduled to work a shift with a regular starting and quitting time. Employees will remain in their respective schools at the discretion of the Superintendent of Schools.

During each regular shift, employees shall receive a paid thirty (30) minute meal break and one fifteen (15) minute break. The employer reserves the right to schedule these breaks and to require employees to notify the employer in the event the employee is required to take a break at a time other than the scheduled time.

- 7.5 The Superintendent may implement, with thirty (30) days notice, adding a new shift during the school year or during summer vacation periods. The new shift will start no later than 3:30 p.m. Prior to establishing a new shift, the Superintendent will meet with the head custodian to discuss the matter. If a new shift is added, the Superintendent will first solicit volunteers to work the new shift. If there are insufficient volunteers, the new shift will be filled by inverse order of seniority. Whereas employees have customarily received a paid thirty-minute lunch break during each regular shift, management reserves the right to insist that the employees remain in their buildings during their lunch break and be available to respond to any emergency that arises during that time.
- 7.6 No less than two (2) employees, one of whom is a qualified technician, shall work on a boiler at a time. For safety reasons, custodians will be provided safety goggles, adequate wearing apparel and breathing apparatus by the School Department.
- 7.7 Every effort shall be made to cover all shifts, if possible.
- 7.8 When an emergency requires a change of shift, the Superintendent or designee shall arrange coverage. Custodians will be asked to volunteer by seniority. If there are no volunteers, the Superintendent or designee shall assign someone involuntarily by inverse seniority by building. When possible, the Superintendent or designee shall provide the affected employee at least five (5) consecutive days written notice of any contemplated long term change of

shift.

- 7.9 When a custodian is working to cover a building for a non-school function, the custodian must have a time slip signed by the group running the function. The custodian will not be compensated until the time slip is signed by the group leader and submitted to the building principal, within 7 days of work coverage.

ARTICLE VIII - OVERTIME

- 8.1 All employees hired on or after July 1, 2002, and all Senior Custodians and Maintenance Personnel, regardless of their date of hire, shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of forty (40) hours in any one work week. Employees hired before July 1, 2002, except Senior Custodians and Maintenance Personnel, shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of thirty-five (35) hours in any one week. All work performed on Sunday and holidays shall be at double-time rate.

The Senior Custodians and Maintenance Personnel shall work forty (40) hours in a work week.

- 8.2 Overtime shall be equally and impartially distributed among personnel assigned to each building who ordinarily perform such related work in the normal course of their work week.
- 8.3 Subject only to the exception for building openings and closings described in Section 8.7(a), overtime payments shall be only for actual time worked. This includes both situations where a custodian is required to stay past the end of his or her shift, and emergency situations where an off-duty custodian is called in to work.
- 8.4 Custodians will be assigned to duty when it is determined by the Superintendent or his/her designee that use of the facility by an outside group requires maintenance and cleaning.
- 8.5 A record of the overtime hours worked by each employee shall be posted on the Department Bulletin Board monthly.
- 8.6 All employees in the bargaining unit will be given an opportunity to work unfilled overtime opportunities, if no one volunteers to work the least senior employees assigned to the building where the overtime occurs may be required to work by the Employer.
- 8.7 (a) Between the hours of 11:00 p.m. and 5:00 a.m. on weekdays, and at any time on Saturdays and Sundays, there shall be a two-hour minimum for opening or closing a building. The District has given building keys and security code information to a select group of administrators and other staff members. It is understood that this section does not apply to the entry or exit from the buildings of these individuals and any students under the supervision of these individuals. Any administrator or staff member, who has been given the authority to enter and exit the school buildings with a key and/or security code, will not need to have a custodian on school premises. Administrators and staff who do enter the buildings using their access keys during non-school hours will be expected to leave the building in the manner in which they found it.

- (b). Whenever possible, the employer will use reasonable efforts to provide custodians with forty-eight (48) hours notice of any events in the building.
- 8.8 When school is called off because of snow or other such emergency, the custodial staff shall be dismissed when all schools are prepared for reopening. The Maintenance Employee or the Superintendent of Schools or his/her designee shall determine if the schools are ready. Custodians may be required to assist at buildings other than their own. Extreme emergencies and related safety issues will be taken into account when dismissing custodial staff.
- 8.9 Employees will receive DOUBLE TIME for work performed on Thanksgiving Day, Christmas Day and New Year's Day.
- 8.10 Employees will be compensated at the rate of time and one-half (1 1/2) between midnight and 6:00 A.M.
- 8.11 When employees are required to remove snow from the roof of any building they will be compensated at the rate of time and one-half (1 1/2) during the employee's regular snow shift. If roof snow removal is required outside the employee's regular snow shift he/she will be compensated at the rate of double time.

ARTICLE IX - UNION REPRESENTATIVES

- 9.1 A written list of Union Stewards and other Representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change.

The Union shall prepare and provide a list to the Superintendent annually and will notify the Committee of any change.

- 9.2 In the event a custodian is elected to the Executive Board of the Local, he or she shall be granted one (1) hour each month to attend monthly union meetings. This will be deducted from personal time. The Employer reserves the right to deny the custodian time off if there is insufficient coverage.

ARTICLE X - HOLIDAYS

- 10.1 The following days shall be considered to be paid Holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day

and any other day that may be declared a Holiday by the Governor of the Commonwealth, General Court or the Hull School Committee. The Superintendent may solicit volunteers to work at straight time for a half-day or a full day on one of the above-referenced holidays and

then to receive another day off on another day of the employee's choosing, with the prior approval of the Superintendent. Except in the case of emergencies, work on these days shall not be mandatory and is strictly voluntary.

- 10.2 Should any previously referenced Holiday fall on a Saturday or Sunday, custodians shall be granted an additional day off with pay within 30 days. The scheduling of such day to be approved by the Superintendent of Schools.
- 10.3 Holiday pay shall be seven (7) hours pay at straight time rate, including any applicable night differential.

ARTICLE XI - VACATIONS

- 11.1 Each member shall be credited with vacation as follows:

after six (6) months five (5) days
after one (1) year ten (10) days
after five (5) years fifteen (15) days
after ten (10) years twenty (20) days
after twenty (20) years twenty-five (25) days
after twenty-five (25) years thirty (30) days

- 11.2 Any custodian called back to work while on vacation shall be paid double-time and shall be given vacation credit for day(s) worked.
- 11.3 Vacation shall be administered according to anniversary date of the first day of work following permanent employment by the School Committee.
- 11.4 In order to receive due consideration in the organization of the vacation schedule, individual vacation requests must be submitted on/before April 1st of each year. Vacation schedule shall be approved by the Superintendent on/before May 1st.
- 11.5 Preference in choice of vacation period will continue to be governed by the principle of seniority as stipulated under provision Article 6.1.

ARTICLE XII - SICK LEAVE

- 12.1 A custodian shall accrue sick leave at the rate of one and one-quarter (1 ¼) days for each month of service and credited on the last day of each month. Sick leave shall be accumulated to two hundred twenty-five (225) days.
- 12.2 Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family. Subject to the limitations outlined in this Agreement, a custodian may elect to donate one or more days from his/her own accrued sick leave for use by another custodian who expects to exhaust his/her sick leave allotment but who requires additional time on sick leave. If a custodian wishes to donate sick leave, the Union Steward shall give written notice to the School's Human Resources & Payroll Coordinator, identifying the donating custodian, the number of days being donated, and the intended recipient custodian. Notice of the donation

must be made by the Union Steward when the employee receiving the donated time has no fewer than three (3) sick days remaining and reasonably believes s/he will need additional sick time after such remaining days are exhausted.

- 12.3 In the case of absence due to an industrial accident, the Employer agrees to make up the difference between his/her regular wages and the amount received from Workmen's Compensation (up to three (3) months).
- 12.4 The amount of such difference shall not be charged to Sick Leave.
- 12.5 Notice of the accumulated Sick Leave to be sent out by October 1st of each year.
- 12.6 An employee, having reached maximum sick leave shall not lose next year's accumulation (15 days if not used), but have the right to convert three days sick leave into one day's vacation time up to five days. In the event that he/she cannot be spared, he/she will be paid in cash.
- 12.7 If a custodian is out sick for four (4) consecutive days he/she must provide a doctor's note to the Superintendent or his/her designee immediately upon the employee's return. Custodians who are out sick more than eight (8) times in a contract year may be required to bring in doctor's notes for some or all subsequent sick leave absences during the remainder of the contract year, at the discretion of the School Department.
- 12.8 FAMILY AND MEDICAL LEAVE:

1. In accordance with the Family and Medical Leave Act of 1993, the School Department will provide eligible employees up to twelve (12) weeks of unpaid leave in a twelve-month (12) period for one or more of the following reasons:

- (a) to care for a new born or newly placed, adopted or foster child;
- (b) to care for a child, spouse, or parent with a serious health condition;
- (c) to care for the employee's own serious health condition;

- 1.1 A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care at a health care facility or continuous treatment of a healthcare provider.

- 1.2 To be eligible for leave, an employee must have been employed by the School Department for at least twelve (12) months and have worked at least 1,250 hours within the previous twelve (12) month period.

- 1.3 The twelve-month period shall be a rolling twelve-month period measured backwards from the date the employee used leave under the Act.

Substitution of Paid Leave

- 2.1 If leave is taken under this policy because of the birth of a child, eligible employees must first exhaust their accrued paid sick leave then any accrued vacation leave.

- 2.2 If leave is taken because of the employee's own serious health condition, eligible employees must first exhaust their accrued paid sick leave then any accrued vacation leave.
- 2.3 If any employee's accrued paid leave is less than twelve (12) weeks, the remaining weeks will be granted without pay.

Notice Requirement

- 3.1 In the case of leave for the birth or placement of a child, an employee must provide thirty (30) days advance notice to his or her supervisor before the date on which the leave is expected to begin. In all cases thirty (30) days notice is required, unless that is not practicable, and then as soon as practicable.
- 3.2 If leave required for a serious health condition is foreseeable based on planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the School Department. Employees are further required to provide thirty (30) days advance notice to their supervisor, or if the needed treatment is not foreseeable, notice should be given as soon as practicable.

Certification Requirement

- 4.1 Employees requesting leave under this policy must provide medical certification to the School Department, when required by the School Department, which supports leave for their own serious health condition or to care for a seriously ill child, spouse, or parent.
- 4.2 Certification is to include the date on which the serious health condition began; the probable duration of the condition; appropriate medical facts regarding the condition; a statement that the employee is needed to care for a spouse, parent, or child, (along with an estimate of the time required) or that the employee is unable to perform the essential functions of his or her job, and in the case of intermittent leave, the dates and duration of treatment to be given.
- 4.3 The School Department may require at its own expense that a second opinion be obtained. In the event of conflicting opinions, the Committee may require a third and final opinion at its expense to be provided by a health care provider jointly chosen by the School Department and the employee.
- 4.4 The School Department may require subsequent recertification on a reasonable basis.

Intermittent or Reduced Leave

- 5.1 An employee requesting leave because of his or her own serious health condition or the serious health condition of a child, spouse, or parent may take leave, intermittently or on a reduced leave schedule, if it is medically necessary. The term

intermittently describes a leave schedule in which the employee does not take all twelve (12) weeks consecutively, but rather he or she takes a series of shorter leaves over an extended period of time. The term-reduced leave describes a leave schedule in which the employee simply works fewer hours per week than usual.

- 5.2 The School Department may require an employee who seeks an intermittent or reduced leave schedule to transfer temporarily to another position which can better accommodate recurring periods of leave than the employee's regular benefits. Once the period of intermittent or reduced leave has been completed, the employee must be transferred back to the position he or she held prior to the leave, or its equivalent.
- 5.3 Any leave taken because of the birth of a child or placement of an adopted or foster child must be taken within one year of birth or placement of child.

Employee Benefits During Leave

The Committee will maintain health coverage for an employee on leave under this policy at the level and under the same conditions (including the Committee continuing to pay its portion of the health premium) as the employee would enjoy if not on leave. If the employee fails to return to work following the leave, unless the failure to return is due to the continuation, recurrence or onset of a serious health condition that would entitle the employee to leave for a serious health condition of his or herself or his or her family, or other circumstances beyond the employee's control, the employee on leave under this policy will be responsible for the cost of his or her health coverage during the period of leave.

Reinstatement Following Leave

Employees on leave are entitled to reinstatement to the same or equivalent position with equivalent pay, benefits, and other terms and conditions of employment as they held before going on leave. It is expressly understood that if the FMLA or the Massachusetts law regarding leave are reduced or eliminated, the parties agree to meet, if either requests to do so, to bargain over the impacts that reducing or eliminating FMLA leave will have on bargaining unit members. If a custodian is out sick for four (4) consecutive days he/she must provide a doctor's note to the Superintendent or his/her designee immediately upon the employee's return. Custodians who are out sick more than eight (8) times in a contract year may be required to bring in doctor's notes for some or all subsequent sick leave absences during the remainder of the contract year, at the discretion of the School Department.

ARTICLE XIII – JURY DUTY

- 13.1 The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE XIV - FUNERAL LEAVE

- 14.1 Funeral leave may be granted on the death of a member of an employee's immediate family up to a maximum of five (5) days, not to be deducted from sick leave. Immediate family is defined as: mother, father, spouse, son, daughter, brother, sister, relative living in the same house.
- 14.2 In the case of the death of an employee's father-in-law, mother-in-law, grandparents, spouse's grandparents, grandchild, uncle, aunt, niece and nephew the employee will be allowed the days needed up to and including the day of the funeral or memorial services, but not to exceed three (3) days, and not to be deducted from sick leave.

ARTICLE XV - PERSONAL LEAVE

- 15.1 A maximum of three (3) days non-cumulative personal leave of absence without loss of pay and not to be deducted from sick leave in any one year may be granted for personal business that cannot be conducted at any other time. Reasons such as the following are given as examples:
- (a) Mandatory court appearance
 - (b) Legal business that cannot be transacted at any other time
 - (c) Commencement exercises at which the employee, his/her spouse or child will be awarded a degree or a diploma
 - (d) Wedding date and/or preparations for the wedding
 - (e) Religious holidays
 - (f) Any other reason approved by the Superintendent of Schools.
- 15.2 Application for personal leave of absence must be submitted in writing with the reason(s) stated to the Superintendent at least forty-eight (48) hours in advance, except in case of emergency.
- 15.3 Requests for personal leave may not be authorized on days preceding or following holidays or vacation periods, and under normal circumstances an employee may not be permitted to use more than one personal day on consecutive work days.
- 15.4 If one or more personal days are taken because of religious holidays, an employee may appeal the maximum provision of three (3) days to the Superintendent of Schools.
- 15.5 The above provisions shall not be aggrievable beyond the Superintendent of School's level.

ARTICLE XVI - HEALTH AND WELFARE

- 16.1 It is stipulated that if there is a change in health and welfare benefits, the contract may be re-opened for those items only.
- 16.2 The parties agree that if there are any changes in the insurance carriers who provide coverage for group hospital, medical, surgical and life insurance, the parties will meet and negotiate the impact of change.

ARTICLE XVII - CLASSIFICATION PLAN AND PAY RATES

- 17.1 In this Agreement and made part of it as Appendix A shall be established a Classification and Pay Plan.

ARTICLE XVIII - JOB POSTING AND BIDDING

- 18.1 When a position covered by this Agreement becomes vacant for a period of thirty (30) working days, and the Superintendent decides to fill the position, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. The Employer may post within the bargaining unit and advertise outside the bargaining unit simultaneously.
- 18.2 Individuals shall apply within seven (7) calendar days. The Employer may award the position to the qualified applicant.
- 18.3 In the case of a permanent appointment, the successful applicant shall be given a thirty (30) day trial and if at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he shall be returned to his old position and rate.
- 18.4 If no applicant from within the bargaining unit is selected, the Employer may fill the position from outside the bargaining unit.

ARTICLE XIX – PROBATIONARY PERIOD

- 19.1 All employees hired after July 1, 2015 will be subject to a probationary period of one hundred eighty (180) days from their date of initial hire. During this probationary period, an employee may be terminated for any reason, and such termination may not be made the subject of any grievance under this agreement.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- 20.1 Bulletin board - announcement shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
- 20.2 Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties, subject to the rule in paragraph four (4) "changes".
- 20.3 No discrimination - the parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full

protection of this Agreement.

- 20.4 Access to premises - the Employer agrees, with permission of the Superintendent, to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or council #93, and/or Local 1395 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
- 20.5 No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit, with the exception of seasonal workers and interns, with the understanding that building opening and closing shall be under the direction of the Superintendent or his/her designee. Notwithstanding the foregoing, the employer may utilize substitute custodians on an as-needed basis to cover for temporary absences.
- 20.6 An employee will retain night differential when temporarily re-assigned to substitute work on the day shift.
- 20.7 The night differential shall be \$1.80 per hour for work on the night shift. The night differential shall be paid from 5:00 p.m. to 11:00 p.m. Employees regularly receiving the night differential shall receive the night differential as part of their vacation (meaning the employee's vacation, not a school vacation) and holiday pay.
- 20.8 During snow or other emergencies, Senior custodians may be dismissed at the discretion of the Superintendent or his/her designee, after Junior custodians arrive at work.
- 20.9 During cases of flooding when school is dismissed, custodians from the Jacobs and High Schools should report to the Memorial School for safety reasons.
- 20.10 Custodian shall be evaluated by the Principal of the school to which they are assigned. Any custodian assigned to more than one school shall be evaluated by a building principal designated by the Superintendent. Maintenance employees shall be evaluated by the Superintendent or his/her designee.
- 20.11 The evaluation process for the Custodian/Maintenance Worker is as follows:
 - (a) The evaluation of custodian and maintenance staff seeks to improve the care and upkeep of the Hull Public Schools' buildings and grounds. Each custodian/maintenance staff member will be evaluated, according to a mutually agreed upon set of criteria, on a yearly basis. The evaluation will include at least three formal observations of the custodian/maintenance worker's performance. The evaluator will document those criteria observed and will provide the worker with a written report of such observations. A conference will be held with each worker after each observation. A yearly summary of these observations will be presented to the custodian/maintenance worker.

(b) GUIDELINES FOR REMEDIATION

1. A rating of unsatisfactory/needs improvement on one of the Hull Public Schools' custodian/maintenance evaluation criteria may necessitate one year of remediation.
2. A rating of unsatisfactory/needs improvement on two or more of the Hull Public Schools custodian/maintenance evaluation criteria will necessitate one year of remediation.
3. During remediation, emphasis will be placed upon those criteria that need improvement.
4. At the end of one year, unsuccessful remediation may lead to withholding of the employee's step increase or salary increase if the employee is at the top salary step.
5. If a custodian/maintenance worker does not satisfy all areas determined to be unacceptable within one year of remediation, dismissal proceedings will be recommended which they may challenge in the grievance arbitration procedure or at the Civil Service Commission.

(c) APPEAL PROCESS AND PROCEDURES

The right to appeal is an important element of the Custodian/Maintenance Worker Performance Process. While most disagreements shall, most likely, be resolved between evaluator and worker, a formal appeal shall be made when the parties cannot reach a mutually satisfactory agreement. The worker may appeal the process or findings of the evaluation by submitting a written request to the Superintendent.

A peer mediation committee will be established. This committee shall consist of a custodian/maintenance worker and an administrator trained in evaluation. The custodian/maintenance worker will be selected by the Union. The administrator will be selected by the Superintendent. The peer mediation committee will meet with the custodian/maintenance worker and his/her evaluator to attempt to mediate differences. If mediation does not resolve differences, the case will be referred to the Superintendent. The Superintendent can mediate the dispute; accept the worker or evaluator position or a combination of the two or designate another evaluator to complete an independent evaluation. The Superintendent will rule on the results of the independent evaluation.

20.12 TUITION AND TRADE LICENSE REIMBURSEMENT

The Employer may reimburse employees, in an amount to be determined by the Employer, for tuition for a course related to the employee's job duties and/or for the cost of licenses, excluding a driver's license, related to the employee's job duties. Employees seeking such reimbursement must request reimbursement in writing.

- 20.13 There shall be established a good health incentive to reward employees with low sick leave utilization. Effective July 1, 2013, employees who use one or fewer sick days in a fiscal year shall be eligible for the following incentive payments:

Zero sick days used: \$250.00

One sick day used: \$125.00

ARTICLE XXI - EFFECTIVE DATE OF AGREEMENT

- 21.1 Date of signing of this Agreement by the authorized representatives of the Union and the Employer shall constitute a one (1) year agreement effective July 1, 2020 through June 30, 2021.

ARTICLE XXII - TERMINATION OF AGREEMENT

- 22.1 This Agreement will remain in effect for the contract period indicated. Either party may terminate this Agreement effective on the expiration date agreed upon by the parties by giving the other party written notice of termination, by Registered Mail, not less than sixty (60) days prior to the expiration date.
- 22.2 Either party may re-open this Agreement by mailing to the other party, by Registered Mail, notice of its intention to do so, not less than sixty (60) days prior to the expiration of the Agreement.

ARTICLE XXIII - RENEWAL OF AGREEMENT

- 23.1 Should either party to this Agreement fail to send a Notice of Termination or Notice of Intent to Re-open, as described in Article XX1, the Agreement will continue in full force and effect for successive terms of one (1) year each.

ARTICLE XXIV - MEAL PERIOD

- 24.1 All employees shall be granted a meal period not to exceed one-half (1/2) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.
- 24.2 The Employer shall furnish a paid one-half (1/2) hour mealtime to any employee who is requested to and does work three (3) hours beyond his/her regular shift.

ARTICLE XXV - LONGEVITY

- 25.1 Lump sum payment to be made at the completion of:

Five (5) years	\$ 425
Seven (7) years	450
Ten (10) years	625
Eleven (11) years	650
Twelve (12) years	675

Thirteen (13) years	700
Fourteen (14) years	725
Fifteen (15) years	750
Sixteen (16) years	775
Seventeen (17) years	800
Eighteen (18) years	825
Nineteen (19) years	850
Twenty (20) years	875

ARTICLE XXVI - ABSENCE IN CONNECTION WITH CUSTODIAN'S EMPLOYMENT IN THE HULL SCHOOL DEPARTMENT

- 26.1 Whenever it becomes necessary for a Custodian to make court appearance in connection with his employment in the Hull School Department time elapsed for this appearance shall not be deducted from employee's sick leave. Notice in advance of such appearance shall be submitted directly to the Superintendent of Schools.

ARTICLE XXVII - WORK CLOTHES

- 27.1 Each employee will be given an annual voucher of \$400 to spend at a clothing vendor of the District's choosing to purchase work clothing/boots for use while working for the Hull School Department. Employees are expected to wear clean, well-fitting and presentable work clothing during all shifts and clothing should identify employees as Hull Public Schools staff.
- 27.2 Clothing allowance of \$250.00 will be disbursed in September for all bargaining unit members.

ARTICLE XXVIII - PAY ENVELOPES

- 28.1 Paychecks will be distributed in individual envelopes. The employer reserves the right to institute a direct deposit system and it may require all employees to receive their paychecks by electronic deposit. Should the District opt to exercise this option, it will give the Union at least one month of advance notice of that change.

ARTICLE XXIX - MANAGEMENT CLAUSE

- 29.1 Under the Laws of Massachusetts, the Committee is responsible for establishing the educational policies of the Public Schools of Hull and maintaining the upkeep of school buildings and property. It is recognized that the Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts and together with the Superintendent is responsible for the operations of the public schools and that nothing in this agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by Statute as may be from time to time amended or any rule or regulation of any agency of the Commonwealth. As to any matter not specifically mentioned or provided for in this Agreement, the Committee and the Superintendent retain all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

ARTICLE XXX - SEVERANCE PAY

- 30.1 A Custodian who retires from the Hull Public Schools shall be entitled to the amount of \$75.00 at the time of retirement for every day of unused sick leave, which has been accumulated beyond the limit of seventy-five (75) days. Severance pay will be granted up to a maximum of seventy-five (75) days. The Custodian must notify the Superintendent of his/her plan to retire on or before April 15th of the preceding fiscal year.

HULL SCHOOL COMMITTEE:
BY:

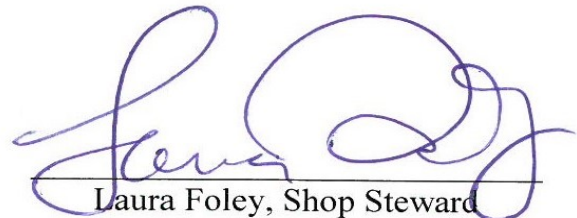


Jennifer Fleming, Chair

4/7/2021

Date of Signing

CUSTODIAL UNION:
BY:



Laura Foley, Shop Steward

4-13-2021

Date of Signing

APPENDIX A CUSTODIANS' PAY SCHEDULE

**Effective July 1, 2020
1.5% Increase**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Senior 40 hours	\$898.75	\$926.45	\$951.70	\$979.83	\$1009.06	\$1038.55	\$1,069.71
Junior 35 hours	\$729.02	\$751.29	\$773.45	\$799.56	\$818.70	\$841.54	\$866.79
Maintenance/ Repair 40 hours	\$1,107.83	\$1,139.99	\$1,172.98	\$1,207.01	\$1,241.96	\$1,278.00	\$1,316.34

COVID-19 STIPEND

All bargaining unit members shall receive a one-time stipend, equal to two hundred dollars (\$200.00) plus one weeks' base pay, as written in the Memorandum of Agreement between the Hull Public Schools and the Hull Custodians, dated October 23, 2020, payable in the first pay period following ratification and execution of the new Contract.

APPENDIX B
HEALTH INSURANCE PREMIUMS



Hull Public Schools

Kathleen I. Tyrell
Superintendent of Schools

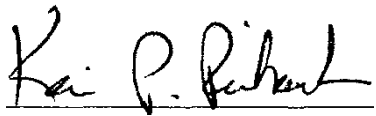
180 Harborview Road, Hull, Massachusetts 02045
(781) 925-4400 ext. 1118 Fax (781) 925-8042

April 16, 2009

The Hull School Committee and the Hull School Custodians Association hereby agree that the Town may implement the following change to the health insurance premium contribution ratios for health insurance plans provided by the Town:

*Increase employee's premium contribution
percentage from ten percent (10%) to twenty-five
percent (25%).*

The Union hereby acknowledges that it has been provided notice and an opportunity to bargain over this matter, and the parties have reached agreement on the prospective change.



For the Hull School Committee



JOL