

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and

NORTH ANDOVER CUSTODIAL ASSOCIATION

2005 - 2008

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ARTICLE ONE

PREAMBLE

This Agreement is made and entered into between the School Department of North Andover, Massachusetts (hereinafter referred to as the “Committee”) and the North Andover Custodial Association (hereinafter referred to as the “Association”).

ARTICLE TWO

RECOGNITION CLAUSE

Pursuant to the decision of the Massachusetts Labor Relations Commission Case No. MCR-2473 dated February 1, 1977, the Committee hereby recognizes the Association as the sole and exclusive representative of all custodians, maintenance men, and grounds keepers of the School Department for the purposes of bargaining with respect to wages, hours of work and working conditions.

ARTICLE THREE

WORK RULES

The School Committee will reserve unto itself the right to establish all work rules and procedures, except as modified by this Agreement. If there are changes in past practices, the Association will be given one calendar week notice before they go into effect. The Association may select three representatives to subsequently confer with the School Committee.

ARTICLE FOUR

ASSOCIATION RIGHTS AND PRIVILEGES

All job benefits hereto enjoyed by the custodians, either by State Statute or Civil Service, which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement. No provision in this Agreement shall be construed to conflict with Massachusetts General Laws, Chapter 31; Chapter 71 of the Acts of 1993, known as the Education Reform Act of 1993, particularly, but without limitation, Section 44 (Dismissals), Section 47 (Suspensions), Section 53 (Hiring) thereof or any other provisions of the General Laws.

ARTICLE FIVE

NON-DISCRIMINATION

The Committee and Association agree that neither will interfere with, restrain or coerce custodians in the exercise of the rights guaranteed by the General Laws and that neither will discriminate with respect to appointment, tenure or employment, and any term or condition of employment against any custodian because of membership in the Association or any legal Association activities.

ARTICLE SIX

RESPONSIBILITY

All personnel report directly to the building principal and ultimately, through the Building and Operations Supervisor, to the Superintendent of Schools who is the final appointing authority. It is understood that the custodial staff work in buildings which are administered by building principals and accordingly should cooperate with requests from the principals. If there is a disagreement, the custodian may contact the Director, Management Support Services or his/her designee. It is further understood that in accordance with and subject to Section 47 of the Education Reform Act of 1993, the principal of a school may suspend an employee assigned to the school and that the Superintendent may suspend any employee assigned to the district, subject to said Section 47.

Custodians shall work in those areas assigned by his/her Supervisor.

ARTICLE SEVEN

GRIEVANCE

Section 1. Definition of Grievance

A grievance is defined as a dispute which may arise over the application, meaning or interpretation of this Agreement and should be processed according to the steps in Section 2.

Section 2. Grievance Procedure

- A. Step One** - the grievance shall be presented in writing to the Principal and Director, Management Support Services. The Director, Management Support Services, shall meet with the grievant and respond in writing within five (5) working days.

- B. Step Two** - If the grievance has not been resolved in Step 1, it shall be presented to the Superintendent of Schools within (5) working days after the Principal's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent, or his/her designee, will arrange for a meeting with the aggrieved employee and his/her Union representative, if any, within ten (10) working days from

the date the grievance is presented to him/her. The aggrieved employee shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement. The Superintendent of Schools shall respond in writing as soon as possible, but no later than ten (10) days after the aforementioned meeting.

- C. Step Three** - if the person or group filing the grievance is not satisfied with the result of Step Two, he, she or they may re-submit the written grievance to the Superintendent who will in turn notify the School Committee in a timely manner. This step is applicable to both Civil Service and non-Civil Service employees.
- D. Step Four** - if the person or group filing the grievance is not satisfied with the result of Step Three, he she or they may request arbitration or Civil Service appeal (where applicable).

If arbitration is chosen, the proceeding shall be conducted by the State Board of Conciliation and Arbitration. The decision of the Board shall be final and binding on both parties.

- E. Cost of Arbitration** - the fee charged to access the State Board shall be shared equally by the Committee and the Association. However, if either party desires a verbatim record of the proceedings, it may make such a record at its own expense.
- F. Miscellaneous** - items having to do with remuneration shall be retroactive to the filing date of the grievance.

ARTICLE EIGHT

QUALIFICATIONS, REQUIREMENTS, ETC.

Section 1. Civil Service

All custodial personnel hired prior to August 13, 2003, are subject to the rules and regulations of the Massachusetts Division of Civil Service (Chapter 31). Said employees shall be covered until retirement or termination of employment.

Section 2. Physical Examinations

To help assure that employees are able to perform their duties safely, medical examinations are required.

After an offer of appointment has been made to a position in the classification plan requiring continuous employment, a candidate shall be required to pass a physical examination.

The examining physician shall be appointed by the Superintendent and the examination shall be at the expense of the School Department. The examination shall be limited to a determination that the candidate can perform the essential functions of the job, with or without reasonable accommodations, and may include illegal substance (drug) screening.

Information on an employee's medical condition or history will be kept separately from other employee information and maintained confidentially. Access to this information will be limited only to the Superintendent of schools.

ARTICLE NINE

PROBATIONARY PERIOD

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School Department uses this period to evaluate employee capabilities, work habits, and overall performance. This period is defined as "The first six months of employment or extensions thereof, as provided for by the Superintendent." Either the employee or the town may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend a probationary period by the length of the absence. If the Superintendent determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a maximum for 90 calendar days.

Upon satisfactory completion of the probationary period, employees enter the "regular" employment classification.

A new employee may not request a transfer to another school or position until he/she has successfully completed the probationary period (six months). However, a waiver may be granted if an agreement is reached between the Association and the Superintendent.

ARTICLE TEN**HOURS OF WORK****Section 1. Regular Hours**

Hours are determined with the approval of the Superintendent of Schools and may vary in the different schools. Custodians are employed on a full-time, year-round basis. Full time is defined as a minimum eight (8) hour day and a five (5) day week (40 hours), Monday through Friday.

Section 2. No School/Snow Days

In the event of severe weather whereby school is closed, night personnel shall report at 8:00 a.m. and work until 4:30 p.m. The length of day is eight (8) hours with one-half (1/2) hour for lunch. Day personnel report at their regular starting time. The length of the day is eight (8) hours with one half (1/2) hour for lunch. In the event an employee does not report to work on time or if he/she leaves work early, then an appropriate payroll adjustment may be made.

Section 3. Overtime

The Administration will determine when additional custodians are required. A custodian must first work his/her regular hours in order to be eligible for overtime hours.

A. School Connected Function - Details paid by the School Department: time and one-half with a two-hour minimum.

1. Employees shall perform all custodial duties and responsibilities related to the detail.
2. Employees shall remain at the detail, unless instructed otherwise, except as provided in Section A, 3 and A, 4.
3. Employees may be assigned other custodial duties related to the condition of the building in proximity to, or accessible to, the detail.
4. Employees performing details paid by the School Department may be required to perform regular custodial duties in the same building unrelated to the detail.

B. Non-School Connection Function - Non-School "Outside" Details: Details not paid by the School Department: time and one-half, with a two-hour minimum.

1. Employees shall perform all custodial duties and responsibilities related to the detail.
2. Employees shall remain at the detail, unless instructed otherwise, except as provided in Section B, 3.

3. As a general rule, employees performing "non-school" details may be assigned regular custodial duties and responsibilities in addition to Section B 1 duties.

C. All custodians will be given an opportunity to work a share of necessary overtime. Administration is responsible for offering equal overtime opportunities. It is not Administration's responsibility to assure equal hours accepted. Overtime will be distributed on an hourly basis. Refusal hours and accepted hours will be charged to the individuals.

In the event that volunteers from their assigned site are not available to accept assigned overtime, then Administration goes system-wide to meet the overtime needs. In the event that volunteers are not available system-wide, then Administration reserves the right to assign the overtime.

Weekend checks shall be scheduled separately as authorized by the Superintendent. The Custodian assigned to perform a scheduled building check shall be compensated at a rate of time and one-half, for an amount of time equal to the following pre-established schedule: High School 1-1/4 hours; Middle School 1-1/4 hours; all elementary schools 1.0 hours; ECC 1.0 hours.

D. Every effort will be made to insure that overtime will be paid within three weeks from submission of overtime slip.

E. Any night custodian called in to assist a day custodian shall be paid at a rate of time and a half (1-1/2) overtime, in addition to the regular eight-hour work day, which shall not be altered.

F. A custodian who agrees to work while on vacation will be paid his vacation time plus straight time.

G. Any association member who responds to a call-in on a Saturday or a Sunday will be paid for a minimum of two (2) hours.

Section 4. Emergency Call-Ins

Custodians shall be paid at time and one-half (1-1/2) with a minimum of two (2) hours guaranteed. The responding employee shall not lose his/her turn in the overtime rotation schedule. Further, in any emergency, the Superintendent reserves the right to call any or all custodians wherein said custodian shall respond to the situation.

Section 5. Snow Clearing Overtime

In the event that snow has accumulated or icy conditions exist during early morning hours on days when school is in session, day custodians of the High School and Middle School shall report to work one (1) hour prior to their regular starting time and shall be compensated, at the overtime rate for said one (1) hour. All other day custodians shall report to work one-half (1/2) hour prior to their regular starting time and shall be compensated at the overtime rate for said one-half (1/2) hour. The minimum overtime hours as contained in Section 2 and Section 3 of this Article shall not apply to overtime work performed under this section. A custodian called in for "snow removal only" will be paid for a minimum of four (4) hours.

Section 6. Deliveries

Any time deliveries require a custodian to stay beyond normal quitting time, such time shall be handled as normal overtime.

Section 7. Non-School Functions

When an outside (non-school) group cancels a function, with less than eight (8) hours prior notice, the group must pay the custodian a minimum of two hours. Further, and on a limited basis, a custodian who is given a "standby" assignment shall be paid a minimum of two (2) hours overtime by the requesting non-school group. Specifically, if a facility space is reserved in case of rain, on Patriot's Day, Memorial Day or Veteran's Day, and said space is not used then the custodian assigned the event shall be compensated. The "Use of Facilities" form will include this information. Rate to be paid is normal overtime rate of time and one-half.

For any Massachusetts Interscholastic Athletic Association (MIAA) function conducted at North Andover Schools, the School Department will assign more than one custodian to such events. The custodians will start their shift at the same time.

Section 8. Summer Hours and School Vacation Shut-Down

All custodians will be permitted the same hours during the summer school closing and school vacation shut-down period; i.e., 7:00 a.m. to 3:30 p.m., with a half-hour for lunch period. In addition, in order to provide support to Central Office staff, staggered hours will be arranged to provide coverage at that site from 7:00 a.m. to 4:00 p.m.

ARTICLE ELEVEN**SENIORITY****Section 1. Temporary Replacement Assignments**

- A. When a custodian on the day shift is absent due to illness, his replacement will be selected by the Director, Management Support Services. Seniority will be a consideration.
- B. In the event of the absence of a senior custodian which is greater than ten (10) consecutive work days, exclusive of vacation leave, the administration may appoint an “acting” senior custodian, effective with the eleventh day of absence. Said “acting” custodian shall be compensated at the rate of senior custodian. In the event it is known prior to such an absence, that a senior custodian will become absent for a period of greater than ten (10) consecutive work days, than said “acting” appointment shall be made effective with the first day of absence.

Section 2. Assignments, Vacancies and Seniority

- A. A vacancy is an opening caused by a promotion, death, retirement, resignation, discharge, the availability of a new position, or a temporary opening due to extended illness.
- B. Notice of all openings in the custodial staff are to be posted in the custodians’ room at each school a minimum of seven (7) working days in advance of action by the Superintendent. Each notice shall contain the following information:
 - 1. Date of posting
 - 2. Job Title
 - 3. Salary Range
 - 4. Location
 - 5. Assigned hours of work/days off
 - 6. Example of duties
 - 7. Qualifications

- C. Custodians who wish to be considered for an opening must make written application to the Principal with a copy to the Director, Management Support Services within a time period specified on the posted notice. This will be at least three (3) days, except that one (1) day shall be sufficient for a temporary appointment.
- D. No custodian shall be restricted from applying for any custodial position.
- E. Determining factors in the assignment to vacancies:
 - 1. Applicable only to Custodial Positions: The Administration will interview all qualified applicants. Job selection shall be made from members of the bargaining unit provided they have qualifications to do the job. Where qualifications are determined to be relatively equal, seniority shall be the determining factor. School Principals shall make the judgment about qualifications subject to the Superintendent's approval. A by-passed senior applicant, upon request made in writing, will be given the reasons, in writing, for his/her non selection. Said response shall be given within fourteen (14) calendar days from receipt of the written request. In the event there is no applicant within the bargaining unit with qualifications to perform the job, applicants from outside the bargaining unit may be hired.
 - 2. Applicable only to Maintenance Positions: The Administration may fill said jobs from applicants within the bargaining unit or outside of the bargaining unit, provided, however that preference shall be given to applicants from within the bargaining unit where such applicant's qualifications equal or exceed those of applicants from outside of the bargaining unit. As between applicants from within the bargaining unit, qualifications being equal, seniority shall govern. The Administration reserves the right to reject all applicants and to repost and re-advertise the position.
 - 3. "Qualifications" as used herein shall include ability, evaluations, work record, experience, and attendance.
 - 4. Evaluation under this Article shall be performed by the Principal or his/her designated supervisors consistent with the evaluation language contained in Article 13. The evaluation form to be utilized shall be a form that the parties have reviewed and negotiated.
 - 5. "Seniority" as used herein shall mean an employee's length of continuous service in the North Andover School Department dating from his/her most recent date of hire, except as provided in Article 9 (Probationary Employee).

- F.** Within seven (7) working days after a position has been filled, the Association shall be advised of the name(s) of the employee designated to fill the vacancy.
- G.** An employee who has applied for a vacancy and was not selected, may request a meeting with the administration for the purpose of ascertaining the reasons of non-selection.
- H.** If only one person applies for an opening, the Director, Management Support Services, may assign someone to fill it.
- I.** If two or more people are hired on the same day, seniority shall be determined by the Civil Service test grade where applicable. If the grades are the same, the date the employment application was received shall be the determining factor.
- J.** An employee's seniority shall be defined as being equal to his/her length of continuous employment by the Committee beginning with his/her first day or work in the bargaining unit.
Leaves of absence shall not be included as accrued time. Full-time and part-time positions will count toward service only if a written appointment was made and records verify that appropriate contributions were made to the county retirement program.
- K.** Association members who apply for an opening will not be required to participate in the formal interview process i.e., Screening Committee. However, at a minimum each candidate shall interview with the responsible building administrator.

Section 3. Involuntary Transfers

Employees who are involuntarily transferred shall be given the reasons, in writing, for said transfer. This provision includes Senior Custodians. All involuntary transfers shall be reviewed and approved by the Superintendent.

ARTICLE TWELVE

PAYMENT PLAN AND FRINGE BENEFITS

Custodians shall be paid in accordance with the established schedules on a twenty-six (26) payment plan and shall be entitled to such fringe benefits as retirement membership, Blue Cross-Blue Shield, Life Insurance, Sick Leave, etc. These shall be administered as for all Town employees.

The specific benefits are:

Section 1. Longevity

- A. School custodians who have been in continuous, full-time employment shall be paid, in addition to regular salary payments, increments determined as follows:

<u>Length of Service</u>	05-06	06-07	07-08
On Maximum step, but less than 5 years	<u>2.5%</u> \$ 929	<u>2.5%</u> \$ 952	<u>2.5%</u> \$ 976
Over 5, but not 10 years	1,261	1,292	1,324
Over 10, but not over 15 years	1,568	1,607	1,647
Over 15, but not over 20 years	1,632	1,673	1,715
Over 20, but not over 25 years	1,696	1,783	1,781
More than 25 years	1,825	1,870	1,917

- B. An employee will become eligible for longevity increments on the anniversary date of his employment. The longevity shall be payable in one lump sum on December 1st or June 1st following the anniversary date of employment.
- C. An employee who qualifies for longevity compensation and then leaves the employ of the North Andover School Department shall not be entitled to such compensation if re-employed until a new qualifying period of continuous full-time employment has been served.
- D. If the service of an employee is interrupted by military service or for an extenuating circumstance not resulting from the employee’s own action, with the approval of the Director, Management Support Services, total service will be considered as continuous service. For purposes of longevity payments, vacation allowances and salary increments, an individual’s anniversary date will be adjusted to reflect any other time not actively employed in the system.

(Example: if a person commenced employment as of 2/1/77 and took a six-month leave, the revised anniversary date for figuring longevity payments, vacation allowances and salary increments would be 8/1/77). The commencement date of employment would still be considered as 2/1/77.

Section 2. Paid Holidays

- A. The following days shall be recognized as legal holidays and employee shall be excused from duty without loss of pay:

New Year’s Eve Day-Reduced Length of Day*	
New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
Washington’s Birthday	Veteran’s Day
Patriot’s Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas
Christmas Eve Day-Reduced Length of Day*	

Good Friday

(* Christmas Eve Day (December 24) and New Years Eve Day (December 31) – All custodial association members will work from their holiday schedule starting time to 12:30 p. m. The reduced length of work day shall be observed only if these two holidays fall on scheduled work days.

Holidays which occur on weekdays (Monday through Friday) will be recognized on the day they occur. Holidays occurring on Sunday will be recognized on the following Monday.

Holidays occurring on Saturday will be recognized the preceding Friday if school is not in session that day. If school is in session on the Friday preceding a Saturday holiday, the day may be taken individually at some other time by mutual agreement with Director, Management Support Services.

- B.** In order to qualify for holiday pay, a custodian must work the last day before the holiday and first day after the holiday, except when the holiday is part of a vacation week, or when prior arrangements have been made with the Director, Management Support Services.

Section 3. Vacation

- A.** Vacations, with pay, shall be earned by full-time employees (prorated for part time employees) with continuous service according to the following schedule:

Up to five years of service, employees will earn five-sixths of a day vacation for each full month of service.

After the employee's fifth anniversary, he/she will be credited with fifteen (15) vacation days effective each July first.

After the employee's tenth anniversary, he/she will be credited with twenty (20) vacation days effective each July first.

After twenty years of service, an additional four (4) days of annual leave (total - 24 days) will be given to each qualifying employee. The total number of days granted will be credited to the employee the first day in the month of July. However, the total number of days credited to the employee, as vacation, will be held and pro-rated if a workers' compensation claim, retirement or resignation is pending. Further, benefits shall be awarded only if the employee was actively working during the year, and by this activity earned the benefit.

Time to be taken will be scheduled with the approval of the Director, Management Support Services. Vacations are to be used within the prescribed period between anniversary dates. A maximum of ten (10) vacation days may be carried forward into the next school year, beginning in the school year July 1, 2001. Vacations will be discouraged during the final full week in August before school opens and during the December, February and April school vacations.

B. Advance vacation pay may be requested in writing two weeks prior to the vacation period.

Section 4. Family and Medical Leave Act (FMLA)

All eligible employees of the North Andover Custodial Association, shall be entitled to all benefits and privileges authorized and mandated by The Family and Medical Leave Act of 1993 (Issued by the U. S. Department of Labor), and applicable state law.

Section 5. Sick Leave

A. A full-time employee in continuous service shall earn sick leave at the rate of one and one-quarter days for each full month of service. Sick leave shall accumulate to a maximum of two hundred twenty-five (225) days. Three (3) of such sick days may be used each fiscal year for absence due to the illness or injury in the employee's immediate family.

Immediate family as used herein shall mean: Spouse, child, mother, father or any other family member residing in the employee's household.

Five (5) days prior to an employee exhausting his/her accumulated sick leave, the employee may request additional sick days by submitting a written request to the Superintendent.

B. When illness forces a custodian to be absent:

- 1.** A day custodian will notify the Principal's office at their assigned facility and contact the Supervisor, Buildings and Operations.
- 2.** A night custodian will notify the principal at their assigned facility and contact the Supervisor, Buildings and Operations.
- 3.** If a simple illness is experienced for more than one day, then notification is expected every day.

C. Employees shall be required to submit, upon request of the Superintendent, or his/her designee, an appropriate doctor's certificate of proof of illness or injury, subject to the following rules, in terms of challenge by administration:

- 1.** First four absences of two days:

Administration's standard of review: The Administration reserves the right to challenge up to 10% of such absences but no more than one (1) per employee if the previous challenge to that employee substantially supports the absence. Any challenge under this provision shall consist of a doctor's examination paid for by the School Department.

2. Absence in excess of two days and absence after the first four absences of two days: The School Department reserves the right, at its expense, to have the employee examined by a doctor of its choice.
Action by administration is not subject to challenge by the employee.

Section 6. Personal Days

Each permanent employee shall be granted two (2) days of paid leave per year (non-cumulative) for the purposes of transacting or attending to imperative legal business, household or family matters, impossible to transact during non-work hours. This time will not be deducted from sick leave. One (1) additional day may be used for personal reasons during the period of this agreement.

Personal leave may be utilized for personal business that cannot be scheduled other than during normal school hours. Personal leave is not intended to extend a vacation or for recreational activities.

Custodial Association members who wish to use a personal day on the day before or the day after a holiday or school vacation must submit a written reason along with the Appendix C form to the Superintendent. The request must be submitted as soon as possible and not less than fourteen (14) days prior to the absence.

If an individual feels that the reason is so personal that he/she does not wish to put it in writing, he/she may contact the Superintendent directly to discuss the request.

If necessary, the Superintendent may request to meet with the employee and thereafter render a decision within forty-eight (48) hours following the meeting with the employee.

Section 7. Retirement - Non-Teaching Employees

- A.** In the event of a custodian's death while on active employment, any regular wages or unused vacation due will be paid to his estate.
- B.** Any full-time (12 month) school employee (excluding members of Units A and B), having attained the age of sixty (60) years or more and with a minimum of twenty (20) years in the North Andover School System, after submitting notice of intent to retire within three (3) years or less, will receive an additional \$1,000 per year until retirement. It is understood that :
1. The request and benefit will run concurrently with the fiscal year.
 2. The benefit will not be paid in the event that this notice of retirement is withdrawn, and any monies paid under this clause must be returned.
 3. The benefit will only be paid for a maximum period of three (3) years.
 4. This program became effective July 1, 1976.
- C.** Any member of the unit on the maximum salary step at the age of fifty-five (55) years, but who has not attained the age of sixty (60) years, and who has completed a minimum of twenty (20) years of service in the North Andover Public School System, shall be eligible for a salary adjustment during his/her final year of service in the amount twenty-five hundred dollars (\$2,500.00), payable in weekly installments over said final year.
- To be eligible for said benefit, the unit member must submit to the Superintendent of Schools, at least one year in advance, his/her written notice of intent to retire. In the event that said employee subsequently withdraws his/her notice of intent to retire, the acceptance of such withdrawal shall be conditioned upon the return of any monies paid under this section.
- D.** Custodians will participate in County Retirement according to the rules as promulgated by the County Retirement Board. Provisional custodians will be eligible for inclusion in the retirement program after six (6) months of service.

Section 8. Military Service - Temporary Active Duty

A maximum of ten (10) days per year will be allowed for custodians called into temporary active duty of the U. S. Armed Forces Reserves or the National Guard. Every attempt will be made to fulfill duty obligations other than normal work days. Custodians will be required to submit a pay voucher and will be paid the difference between regular

custodial pay and that received from the State or Federal Government. This time will not be deducted from Vacation.

Section 9. Bereavement Leave

In the event of a death of an immediate family member (spouse, child, parent of either spouse, brother, sister, or in-law; or person in the immediate household), the employee shall be entitled to bereavement leave of up to five days. Subject to the approval of the Superintendent, additional days of bereavement leave or days of bereavement leave for individuals not specifically enumerated herein, may be given. Additionally, three (3) bereavement days per school year may be taken for the death of a grandfather or grandmother.

Section 10. Clothing

All Custodial Association members are required to wear a uniform while at work. The uniform consists of a plain, navy blue, work shirt. Sleeve length shall be as provided by the manufacturer and may be long or short sleeve. The work shirt and all clothing items noted below with an asterisk (*), shall display an embroidered school system emblem on the front (effective August 31, 2000). The school department will be billed for all embroidery work done on behalf of the custodians, for the purpose of complying with this uniform requirement. A solid colored "t" shirt with pocket may be worn during a normal workday if the custodian is assigned to a second shift; during school vacation periods and during the school summer vacation period. In addition, work style shorts may be worn during the summer vacation period and on extremely warm spring and fall days. "Short-shorts", dungaree or "cut-off" shorts are not acceptable.

Effective July 1, 2005, the School Department shall provide an annual clothing allowance of Four Hundred Dollars (\$400), during each year of this Agreement. Two hundred dollars (\$200) will be advanced on July 1st. Custodians may purchase the following designated items, submit receipts, and then receive reimbursement. All receipts for items purchased with the \$200 advance must be submitted by October 31st of the current operating year. Failure to submit receipts by October 31st shall result in a payroll deduction equal to the difference between the \$200 advance and any receipts submitted.

- | | |
|--|---|
| 1. Boots | 10. Outdoor gloves |
| 2. Rubbers | 11. Work Gloves |
| 3. Foul Weather Gear | 12. Thermal Underwear |
| * 4. Coverall | 13. Thermal Socks |
| 5. Painting Overalls | * 14. Outdoor Work Vest |
| 6. Work Boots | **15. Outdoor Coat and Jacket |
| 7. Work Pants | * 16. "T" Shirt with Pocket (Solid Color) |
| * 8. Plain, Solid Color Work Shirts (long or short sleeve) | * 17. Sweatshirt (winter use) |
| **9. Headgear | 18. Work Shoe |
| | 19. Work Style Shorts |

(*) Must have school system emblem embroidered on the front. Items identified with a double asterisk (**) - school system emblem must be applied to at least one of the items noted.

Note: Silk screening may be used in lieu of embroidery if recommended by vendor.

A new custodian must purchase items one, two, three and four with their first year's clothing allowance. These items are essential for start-up. Safety goggles and back support belt shall be made available by the School Department.

A. Failure to Wear Uniform

If a custodian fails to wear the prescribed uniform, he/she shall be subject to the following disciplinary action. First Offense-Verbal warning issued. Custodian will be sent home to change and must return to work.. Second Offense-Custodian subject to an automatic one day suspension, without pay.

Section 11. Health Insurance

A. The following co-pay changes will take effect to HMO Blue (or any other health maintenance organization) 60 days subsequent to ratification of these provisions by all other municipal and school bargaining units:

- Doctor office visit co-payments will increase from \$5.00 per visit to \$10.00 per visit;
- Emergency room co-payments will increase from \$25.00 to \$50.00 per use;
- A three-tier prescription drug program will take effect: \$10.00 - \$20.00 - \$35.00 depending upon the prescribed drug.

- B. Effective July 1, 2006 the employee contributions to the HMO Blue (or any other health maintenance organization) will increase as follows:
- Family coverage will increase to 14% (currently 13%)
 - Individual coverage will increase to 12% (currently 10%)
- C. Effective July 1, 2007 the employee contribution to the HMO Blue (or any other health maintenance organization) will increase as follows:
- Family coverage will increase to 15% (currently 14%)
 - Individual coverage will increase to 14% (currently 12%)

ARTICLE THIRTEEN

MISCELLANEOUS PROVISIONS

Section 1. Job Performance

- A. Quality of work must meet normal standards of cleanliness. Continued work of a slovenly nature, including sleeping on the job, will warrant a written warning. Three warnings are grounds for possible suspension or dismissal.
- B. All custodians and maintenance personnel, covered by this agreement, shall receive an annual performance evaluation. Using the evaluation tool shown in Appendix C, said evaluation shall be conducted by the person immediately responsible for the employee (in most cases, the school principal) with input received from the Supervisor, Buildings and Operations. The evaluation process shall, to the maximum extent possible, evaluate the job performance of each such employee on the basis of objective criteria. The results of such evaluations may be utilized by the department or the appointing authority in future personnel determinations.

No derogatory or evaluative material originating after original employment shall be placed in a custodial/maintenance person's personnel file, unless the employee has had an opportunity to review the material. The Association member may submit a written notation stating his/her views regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material contained therein.

C. Employee Assistance Program

The parties agree to utilize the Employee Assistance Program in effect without

detracting from the existing rights and obligations of the parties recognized in other provisions of this agreement.

The Association and the Committee agree to cooperate in encouraging employees to seek assistance for problems, including but not limited to alcoholism and drug abuse. If the employee refuses to avail himself/herself of assistance, the normal contractual disciplinary procedures for dealing with problem employees will be used.

D. Drug Free Workplace Policy Statement

The parties agree to the Policy Statement ratified on (10/06/97) by the Association and (10/14/97) by the Committee concerning the commitment to a drug-free workplace.

- E.** Leaving work without prior permission before official quitting time is a serious offense. First offense will result in a warning. Subsequent offenses will result in disciplinary action.

- F.** In the case of any oral or written complaint or criticism received by the Administration, the employee will be promptly notified of the complaint, the source of the complaint, if agreed by complainant, and the disposition of the complaint and will be provided with a copy of any complaint made in writing.

Section 2. School Property

- A.** Custodians will not use school equipment, other than that which is required to execute their job, without the prior consent of the Principal.
- B.** Whenever custodians wish to use school property for meetings or other custodial activity, written application must be made to the Director, Management Support Services.

Section 3. Association Activity

- A.** Members of the custodial Association will not be compensated for participating in Association activities. Whenever possible, an equivalent time arrangement will be made for a working custodian who is part of the negotiating team.
- B.** The Association may conduct business on school property with prior approval from the Building Administration or his/her designee. Members participating in business discussions that take place during working hours, will be only be allowed to do so after an equal time arrangement has been approved by the Building Administrator.

Section 4. “No School” Days

All custodians will report for the day shift on school vacations and “no school” days

unless otherwise directed by the Director, Management Support Services.

Section 5. Personnel Records

- A. No materials shall be placed in the personnel file of an employee without his or her prior knowledge and written notification.
- B. Personnel files shall be jointly reviewed every two years by representatives designated in writing by the Association and the Administration for the purpose of removing warnings or reprimands which have since been resolved. Prior to any such removal, both parties must mutually agree to same.

Section 6. Telephone Numbers

Each custodian shall provide his/her supervisor with his/her home telephone number or a number at which he/she can be reached for work purposes. That number(s) shall be given to the Director, Management Support Services, and the Supervisor, Buildings and Operations. All employees covered by this agreement shall be required to wear a beeper at all times while working. The School Department shall provide said device.

Section 7. Continuation Clause

In the event a new contract is not signed by June 30, 2008, this contract shall continue in full force and effect until a new one is signed. The new contract shall be retroactive to July 1, 2008.

ARTICLE FOURTEEN

COMPENSATION

Section 1. Step Increase

- A. A custodian shall receive the increment between his present rate and the next higher step rate as follows:
 - 1. After completion of one (1) year at the minimum or entrance rate.

2. Thereafter, one (1) year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.

Section 2. Salary Schedule

A. Building Custodian

The salary schedule is attached hereto and made a part hereof, being Appendix A of this Agreement.

B. Senior Building Custodian

Administration shall be responsible for determining the need for and placement of Senior Building Custodians. Such a determination to create or eliminate this position of responsibility shall not be subject to challenge. The selection process shall be in accordance with the applicable section(s) of Article Eleven. However, if said Senior Building Custodial position is eliminated, the Senior Custodian shall be entitled to bumping rights, if, said custodian previously held a custodial position within the school district. A wage differential of 15 percent will be paid to the appointed individual.

C. Maintenance Custodian

To be appointed by the School Committee. A wage differential of 15 percent will be paid to the Maintenance Custodian.

D. Interim Lead Man

The Interim Lead Man position is defined as the senior day custodian at each elementary, where more than one permanent custodian is assigned. The Interim Lead Man will be responsible for directing all custodial work during the following time periods: summer vacation, Christmas vacation, February and April vacation. The Interim Lead Man will receive a differential of 5% during the above mentioned vacation periods only.

Section 3. Association Dues (Agency Service Fee)

Effective July 1, 1997, custodians covered by this agreement shall on the prescribed form, authorize payroll deductions (if not paid in advance) for the purpose of paying an Agency Service Fee.

The School Committee acknowledges that as a condition of employment, each association

member shall pay an Agency Service Fee (prorated for less than full time). The fee shall be set pursuant to law and the regulations of the State Labor Relations Commission. An association member who fails to comply with this condition shall be subject to immediate dismissal subject to M. G. L. Chapter 71, Section 42.

Dues shall be deducted monthly (if not paid in advance) in accordance with M. G. L.

Chapter 180, Section 17G. Said funds shall be remitted to the Treasurer of the Association.

Section 4. Tuition Reimbursement

The tuition for any course taken by a custodian at the request of the Administration will be paid by the School Department.

ARTICLE FIFTEEN

DURATION

The Agreement will remain in effect from **July 1, 2005 to June 30, 2008.**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day
of _____, 2005.

**NORTH ANDOVER
CUSTODIAN ASSOCIATION**

**NORTH ANDOVER
SCHOOL COMMITTEE**

APPENDIX A

**NORTH ANDOVER CUSTODIAL SALARY SCHEDULE
July 1, 2005 - June 30, 2008**

2005-2006

Step	Hourly	Weekly	Annually
1	14.04	561.65	29,205
2	15.03	600.99	31,251
3	15.91	636.82	33,116
4	16.85	673.98	35,047
5	17.76	710.69	36,956

2006 - 2007

Step	Hourly	Weekly	Annually
1	14.39	575.69	29,935
2	15.41	616.01	32,032
3	16.31	652.74	33,944
4	17.27	690.83	35,923
5	18.20	728.46	37,880

2007 - 2008

Step	Hourly	Weekly	Annually
1	14.75	590.08	30,684
2	15.79	631.42	32,833
3	16.72	669.06	34,792
4	17.70	708.10	36,821
5	18.66	746.67	38,827

SALARY INCREASES:

2005-2006	2.50%
2006-2007	2.50%
2007-2008	2.50%

APPENDIX B

REQUEST FOR PERSONAL LEAVE

Pursuant to Article ____ of the Agreement, I request a personal leave day on

Date: _____

The purpose of personal leave is to attend personal business that cannot be scheduled other than during normal school hours. Personal leave is not intended to extend a vacation or for recreational activities.

Signature of Custodian _____

Signature of Superintendent _____

Date _____

APPENDIX C

NORTH ANDOVER PUBLIC SCHOOLS

INDIVIDUAL EVALUATION OF CUSTODIAN

Custodian: _____
Last
First
School

Procedure to be followed: For each area of concern, please check under the appropriate heading.

	Superior	Acceptable	Needs Improvement	Unacceptable
Attendance/Punctuality				
Reliability				
Demonstrates good judgment				
Cooperative				
Shows Initiative				
Follows through with assigned tasks				
Adapts to varying situations				
Accepts constructive criticism				
Sensitive to needs of the building				
Ability to operate appropriate equipment and apparatus				
Quantity of work				
Quality of work				
Interrelationship with students and staff				

APPENDIX C (page 2)

Additional Comments: (If there is a check under "Unacceptable" or Needs Improvement", a comment is required from the Principal.)

Commendations:

Suggestions for continued growth:

The Custodian's work is: ___ Satisfactory ___ Unsatisfactory ___ Needs Improvement

Signature of Principal: _____ Date: _____

Signature of Supervisor: _____ Date: _____

Comments by Custodian:

Signature Custodian: _____ Date: _____

The signature signifies only that the Custodian has read this evaluation.