

AMHERST, PELHAM AND AMHERST-PELHAM REGIONAL SCHOOL COMMITTEES

AND

AFSCME, COUNCIL 93, LOCAL 1725, AFL-CIO

July 1, 2008 through June 30, 2011

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
1	RECOGNITION.....	1
2	MANAGEMENT RIGHTS.....	2
3	NO-STRIKE CLAUSE.....	2
4	ZIPPER CLAUSE.....	2
5	VOIDABLE WAIVER CLAUSE.....	3
6	SAVINGS CLAUSE.....	3
7	GRIEVANCE AND ARBITRATION.....	3
8	DISCIPLINE AND DISCHARGE.....	5
9	HOURS OF WORK.....	6
10	REPORTING TIME.....	7
11	REST PERIODS.....	7
12	MEAL PERIODS.....	8
13	CLEAN UP TIME.....	8
14	CALL TIME.....	8
15	OVERTIME.....	8
16	LEAVES OF ABSENCE.....	10
17	SICK LEAVE.....	14
18	PERSONAL LEAVE.....	15
19	VACATION.....	15
20	WAGES.....	17
21	WAGE RATES.....	18

22	HOLIDAYS.....	19
23	LONGEVITY PLAN.....	20
24	RETIREMENT BENEFIT.....	21
25	SUPPLEMENTAL BENEFITS.....	22
26	PART-TIME EMPLOYEES.....	23
27	SENIORITY.....	23
28	CLASSIFICATION AND RE-CLASSIFICATION.....	26
29	GENERAL PROVISIONS.....	27
30	UNION REPRESENTATIVES.....	30
31	UNION DUES.....	30
32	LABOR-MANAGEMENT COMMITTEE.....	31
33	HEALTH AND SAFETY.....	31
34	CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK.....	32
35	MANAGERIAL EMPLOYEES.....	32
36	SICK LEAVE BUY BACK.....	33
37	EMPLOYEE EVALUATION.....	33
38	PROTECTION.....	35
39	AGENCY SERVICE FEE.....	35
40	DURATION.....	36
	APPENDIX A: Salary Schedules.....	37

PREAMBLE

This Agreement entered into by the Amherst, Pelham and Amherst-Pelham Regional School Committees, acting as three (3) district governmental identities, hereinafter referred to as the Employer or the School Committee, and Local #1725, 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 wages, standards of productivity and performance, hours and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, standards of productivity and performance, hours, and other terms and conditions of employment for all employees who are party to the bargaining unit of the Amherst, Pelham and Amherst-Pelham Regional School Committees as certified by the Massachusetts State Labor Commission on April 25, 1978. The classifications covered under the terms of this contract are hereby identified as:

All regular full-time and part-time employees performing custodial, maintenance, driver and general laborer work, excluding the Maintenance and Transportation Administrator, seasonal, casual and all other employees.

Should any new classified classification(s) be added to the work force, the Union shall be notified. The Employer and the Union shall meet to determine whether or not that classification(s) shall be added to the bargaining unit. If Agreement cannot be reached, the matter may be referred to the Massachusetts State Labor Relations Commission by the Union with a request that the Commission make a determination. In the event it shall be finally adjudicated that the classification(s) should be added to the bargaining unit, the position shall then be subject to the provisions of the job posting and bidding article contained in this Agreement. 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.

The bargaining agent for the Employer specifically represents that it will in good faith seek from an appropriate governing body the necessary appropriations and by-law changes necessary to accomplish the terms of this Agreement. It is understood by the parties that all provisions that all provisions of this Agreement which require that necessary appropriations be made and authorized by the School Committee are subject to said authorization and conditional upon the granting of said authorization by the School Committee; and in the event that said necessary authorization is not given the School Committee, said matters shall be returned to the Parties for further bargaining without any obligation to conform to the earlier Agreement in their record.

ARTICLE 2
MANAGEMENT RIGHTS

The Parties agree that the operation of the School District, the supervision of the employees and of their work are the rights of the Committee and/or the Superintendent alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of the employees for just cause without discrimination; and to inform the employees concerning the employment matters are exclusive rights of the Committee and/or the Superintendent. The foregoing enumeration of the Committee's and/or the Superintendent's rights shall not be deemed to exclude other rights not specifically set forth, and the Committee and/or the Superintendent therefore retains all rights not otherwise specifically restricted by this Agreement. The exercise by the Committee and/or the Superintendent of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the bargaining unit.

In the event that a new employee is hired to fill a position at Grade F or above, the District reserves the right to unilaterally place him/her on the step within his/her grade that it deems, in its sole discretion, is most appropriate.

ARTICLE 3
NO-STRIKE CLAUSE

During the term of this Agreement, the Parties hereto agree that there shall be no lockouts nor any strikes of any kind whatsoever; work stoppages; slow-downs; or interference or interruption with the operations of the School Department by any employees or the Union. Nor shall there be any strikes or interruption of work during the term of this Agreement because of any disputes or disagreements between any other parties who are not signatories to this Agreement. Employees who violate this provision shall be subject to disciplinary action and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Article 7 of this Agreement.

ARTICLE 4
ZIPPER CLAUSE

The Parties to this Agreement hereby expressly waive any right to require the other to discuss, negotiate or bargain on any subject matter, demands or proposals, whether or not raised, discussed or negotiated upon during the negotiations leading to this Agreement and whether or not covered by any of the terms and provisions of this Agreement.

The Parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours and working conditions of employment of employees covered that are to govern during the term of this Agreement; and no other terms or conditions shall be added to or subtracted from this Agreement during its term, by arbitration or otherwise, unless mutually agreed to by the Parties.

ARTICLE 5
VOIDABLE WAIVER CLAUSE

The waiver by either party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

ARTICLE 6
SAVING CLAUSE

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or Portion thereof.

ARTICLE 7
GRIEVANCE AND ARBITRATION

Section 1.

Any grievance or dispute which may arise between the Parties, regarding the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

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 (if the grievant is a custodian or matron) or with the Maintenance and Transportation Administrator (if the grievant is a system-wide employee) within seven (7) calendar days of the date of the grievance or his knowledge of its occurrence. The principal or the Maintenance and Transportation Administrator shall hold a hearing with the grieving party in an effort to resolve the matter and shall respond to the employee and steward within seven (7) calendar days. Nothing in this step shall preclude the opportunity for informal discussion of the grievance prior to the formal filing.

Step 2. If the grievance has not been settled, it may be presented in writing by the said parties grieving to the Superintendent or the Superintendent's designee within seven (7) calendar days after the response at Step 1 is received or is due. The Superintendent (or designee) shall hold a hearing with the grieving parties in an effort to resolve the matter, and shall respond to the said parties in writing within seven (7) calendar days.

Step 3.

- a. If the grievance is still unsettled in accordance with the procedures prescribed in Step 2 of this section, then either party may take the issue to arbitration by filing a written demand with the American Arbitration Association within thirty (30) calendar days after either the receipt of the written decision of the Superintendent or the event causing the claim of a violation of Article 3.
- b. The arbitration proceeding will be conducted under the rules of the AAA. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Union and the Grievant. The expenses and the charge for the Arbitrator's services shall be shared equally by the School Committee (50%) and the Union (50%).
- c. If the School Committee claims the Union has violated the No-Strike Article of this Agreement, it may present such claim to the Union in writing and if the Parties fail to settle it within ten (10) calendar days, the School Committee may submit the issue to arbitration under the provision of this Article.

Section 2.

No employee of the School Committee shall leave his job to present, participate in a grievance hearing, discuss or investigate a grievance without first obtaining the consent of his immediate supervisor, and such consent shall not be unreasonably denied in light of the functions and duties of the particular employee and his department.

A grievance shall be considered waived upon failure to appeal the grievance from one step to another within the designated time limits prescribed in the procedure.

Section 3.

A Union officer or steward, and employees directly affected, may receive, discuss and handle grievances and may attend grievance meetings and disciplinary hearings on the premises of the Employer or elsewhere during working hours except where any such activities unreasonably interfere with their work. No deduction shall be made for regularly scheduled working time lost by a Union officer or steward, or employees directly affected, in performing their duties as provided in the Grievance Procedure and as provided for in the prior sentence.

Section 4.

If a decision, satisfactory to the Union, at any level of the grievance procedure is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of the grievance procedure.

Section 5.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the Grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 4.

Section 6.

The Parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this Article.

ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 1. Discipline.

Disciplinary action or measures shall include only the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge
- demotion
- transfer

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2. Discharge.

The Employer shall not suspend, demote, transfer or discharge any employee without specific written reason and just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for three (3) days during which time a hearing will be held. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the matter as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 9
HOURS OF WORK

Section 1. Regular Hours.

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch half hour.

Section 2. Work Week.

The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

Section 3. Work Day.

Eight (8) consecutive hours of work, exclusive of the lunch period, within the 24-hour period beginning at midnight shall constitute the regular work day (excepting part-time personnel).

Section 4. Work Shift.

Eight (8) consecutive hours of work, exclusive of the lunch period, shall constitute a work shift (excepting part-time personnel). All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, although this may be adjusted during school vacation periods in accordance with present practice.

Section 5. Work Schedule.

Work schedules showing the employees' shift, work days and hours shall be posted on all department bulletin boards at all times. The hours and/or days of an employee's particular shift will not be changed without prior consultation with the Union. In the event that an employee's shift, hours and/or days are to be changed, the Employer shall give the affected employee, in writing, fourteen (14) days advance notice of the proposed change including the reason(s) for the change. Disputes regarding the reasonableness of any change in the work schedule will be subject to the grievance procedure.

Notwithstanding the preceding paragraph, the Employer retains the right to make temporary changes in an employee's shift, hours or work days, if such a temporary change is made based on an operational need and not solely to avoid payment of overtime. The Employer will give notice to employees of such temporary changes as soon as practicable and feasible.

The above provisions shall be subject to the following conditions:

- A) Whenever an employee's shift, days of work or hours of work are to be changed, such changes shall be made in inverse order of seniority within a classification.
- B) Before involuntary changes are made to an employee's work schedule, the Employer shall seek qualified volunteers.

- C) An employee whose schedule is involuntarily changed shall be given first opportunity to return to his prior schedule or shift, provided such schedule or shift is reinstated or otherwise becomes available for that employee's classification.
- D) When a grievance concerning the reasonableness of a change hereunder has been processed to Step 4, it shall be subject to processing for arbitration to a panel made up of the following persons deemed acceptable arbitrators by the parties:
 - A) Mark Grossman
 - B) James Cooper
 - C) Timothy Bornstein
 - D) Robert Gartska
 - E) Garry Alltman

The matter shall be heard, after the above arbitrators have been called by either party, on the earliest date offered, on which the parties can attend a hearing. Such arbitration hearing shall be heard in accordance with all the provisions of Article VII concerning Arbitration, which are not inconsistent with the procedure laid out herein.

ARTICLE 10 REPORTING TIME

When any employee reports for and starts to work as scheduled, and insufficient work is available, the employee shall be paid for a minimum of four (4) hours work at the appropriate rate.

ARTICLE 11 REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 12 MEAL PERIODS

All employees shall be granted a one-half hour lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Night crews shall ordinarily remain on the premises during their lunch period and that time shall be counted as part of their regular work day.

The Employer shall provide for a meal to any employee who is required to work in emergency situations three (3) hours beyond the regular quitting time. The Employer shall provide for additional meals every four (4) hours thereafter while the employee continues to work.

ARTICLE 13
CLEAN UP TIME

Employees shall be granted reasonable time for clean up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision.

ARTICLE 14
CALL TIME

Any employee called in to work outside his regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2).@ If the call-time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1-1/2) until he completes two (2) hours' work. The employee shall then be paid for the balance of his regular work shift at the appropriate rate. Call time does not include scheduled additional time to regular shifts.

ARTICLE 15
OVERTIME

Section 1. Rate of Pay.

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice of the same hours.

Section 2. Daily.

All work performed in excess of eight (8) hours in any work day.

Section 3. Weekly.

All work performed in excess of forty (40) hours in any work week.

Section 4. Before or After Regular Hours.

All work performed before or after any scheduled work shift, unless a schedule adjustment has been agreed upon by the employee and the employee's immediate supervisor.

Section 5. Saturday and Sunday Work.

All work performed on Saturday and Sunday.

Section 6. Payment of Overtime.

Payment for overtime will be paid in accordance with establishment payroll procedures, unless the employee prefers compensatory time off in lieu of payment for overtime services. Such compensatory time would be subject to the approval of Employer and employee, and be at

- b. Authorization granted for a leave of absence shall be furnished to the employee in writing. In case of emergency, authorization for leave of absence may be granted orally by the Maintenance and Transportation Administrator or the Superintendent of Schools. This authorization will be followed up in writing at a later date. All requests for leaves of absence shall be answered promptly, and in all cases, within ten (10) calendar days following receipt of request.
- c. Employees receiving an approved leave of absence granted under the provisions of this Agreement shall be returned to the position they held at the time the leave of absence was requested. Employees on approved leaves of absence shall be sent notification of all job vacancies within their job classification or a higher job classification. Employees receiving an approved education leave, to receive training related to work areas within the bargaining unit, shall continue to accrue seniority while on such leave.

Section 3.

a. Paid Leaves.

For death in the immediate family, up to four (4) consecutive working days may be allowed with no charge to either vacation or sick leave. For serious illness in the immediate family, no more than seven (7) days may be allowed in any one calendar year; such time will be charged to sick leave. Additional days may be granted by the Superintendent chargeable to the employee's vacation or sick leave. Immediate family shall include husband, wife, child, parents, grandparents, foster parents, grandchildren, brothers, sisters, mother-in-law, father-in-law, or members of the immediate household of an eligible employee.

b. Jury Duty.

Employees shall be granted a leave any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

c. Civic Duty.

Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibilities. Employees shall be paid the difference, if any, between the compensation they received from the court or other public body and their wages for each day of service.

d. Military Service.

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a

leave of absence during the period of such activity. Employees shall be paid the difference between any military service compensation they receive and their regular wages for each day of military service.

Section 4. Unpaid Leaves.

a. Reasonable Purpose.

Leaves of absence for a limited period -- not to exceed six (6) months -- may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Such leaves shall be subject to approval by the Superintendent or his designee.

b. Union Business.

At the written request of the Union, employees elected to any Union office, or selected by the Union, to do work which takes them from their employment with the Employer may request a leave of absence. The leave of absence shall not exceed one (1) year, may be renewed or extended for a similar period, and shall be subject to approval by the Superintendent or his designee.

c. Education Leave.

After completing one (1) year of service, any employee upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee, and shall be subject to approval by the Superintendent or his designee.

d. Union Convention Leave.

Members of the Union who may be elected or designated as delegates to represent the Union shall be granted unpaid leave from their work. It is understood and agreed that although they may be released for Union Convention Leave, they are not to be considered as being within the scope of their employment while traveling to, attending, or returning from a convention.

e. Military Leave.

Any employee who enters "involuntarily" into active service in the armed forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

F. Family Medical Leave Act.

1. Parental Leave of Absence

- A. An unpaid parental leave of absence shall be granted upon request to any qualifying employee for the purpose of giving birth to and/or rearing a newly born infant. Further, a parental leave of absence shall be granted upon request to any qualifying employee for the purpose of adopting and/or rearing a newly adopted child seven (7) years or younger, or in the case of a child who is physically or mentally handicapped, twenty-two (22) years or younger and for the purpose of foster placement. In order to qualify for the parental leave of absence:
1. The employee must have completed a full year of continuous service with over 1,250 hours of work as a unit employee.
 2. As soon as practicable after the female employee determines that she is pregnant, she shall inform the building principal and the Transportation and Maintenance Administrator.
 3. The employee intends to return to work at the conclusion of the leave, and so informs the building principal and the Transportation and Maintenance Administrator.
 4. The employee shall notify the building principal and the Transportation and Maintenance Administrator in writing at least 30 school days prior to the probable date that said leave or disability is to commence or as soon as is practicable. At the time of the notification, the employee shall select, in writing, one of the following options, if applicable:
 - a. Extended leave without pay of up to one (1) year, and as to female employees, either entitlement to sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave.
 - b. Leave of twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993, and as to female employees, with entitlement to sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of leave.
- B. An employee on leave shall retain all rights held prior to such leave.
- C. While an employee is on the FMLA leave, the Employer shall continue its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of his/her contribution toward the health insurance premium. An employee on an unpaid, non-FMLA leave of absence may continue his/her insurance coverage during the leave of absence provided that he/she pays 100% of the monthly premium.

- D. For those employees who have not completed one full year of service, but who have completed more than three (3) months of service, he/she may be granted an eight (8) week leave of absence pursuant to G.L. c. 149, ' 105D, with entitlement to sue sick leave during the certified period of disability due to childbirth and recovery therefrom.
2. FMLA Leave for Serious Health Condition of Employee or Member of His/Her Immediate Family.
- A. To be eligible for such leave, the employee must have completed a full year of continuous service with 1,250 or more hours of work as a unit employee.
 - B. An employee who has a serious health condition, or who has a member of his/her immediate family with a serious health condition, as defined by the FMLA and the regulations issued thereunder, will be granted a FMLA leave of up to twelve (12) weeks.
 - C. The employee shall utilize all sick leave and vacation concurrently with said FMLA leave.
 - D. While an employee is on the FMLA leave, the Employer shall continue its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of his/her contribution toward the health insurance premium.

ARTICLE 17
SICK LEAVE

Section 1. Allowance.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay. Sick leave days are a form of insurance protection for the employees, and are a potential right to compensation that does not vest in an employee until the employee has a bona fide sickness, preventing the employee from reporting for and performing his/her duties. Abuse of sick leave will subject the employee to disciplinary action including discharge. Employees shall be eligible for sick leave after thirty (30) days' service with the Employer. Employees shall be allowed one and one-fourth (1-1/4) days of sick leave for each month of service.

Section 2. Accumulation.

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are employed by the school department, to a maximum of two hundred forty five (245) days. Effective upon ratification of this contract, the maximum accrual shall be increased to two hundred fifty (250). Effective July 1, 2008, the maximum accrual shall be

increased to two hundred fifty-five (255) days. Effective July 1, 2009, the maximum sick leave accrual shall be increased to two hundred sixty (260) days.

Section 3. Sick Leave During Vacation.

If an employee becomes sick or disabled during a scheduled vacation, sick leave may be used to cover the sickness or disability, providing any sickness or disability of more than three (3) days is verified by a physician, and the vacation may be rescheduled.

ARTICLE 18
PERSONAL LEAVE

Three (3) days paid personal leave, for justifiable reasons, may be granted each employee within any contract year, providing such reasons are furnished to the Maintenance and Transportation Administrator and the principal (if a custodian or matron) at least twenty-four (24) hours in advance of the requested leave, except in cases of emergency. Personal leave days for regular part-time employees will be granted on a prorated basis. Personal leave may be available in units of half-days or whole days. Such leave will not be charged to sick leave.

ARTICLE 19
VACATION

Section 1. Eligibility and Allowances.

Every contracted employee on the active payroll shall be eligible to earn paid vacation time following completion of their probationary period. Upon successful completion of the probationary period, employees' vacation allowance shall be credited as of their date of hire. Vacation allowances shall be earned and credited on June 30 of each year according to the following schedule:

- | | | |
|----|--|--|
| a. | employees working less than 12 months | Up to 10 working days (pro-rated to the nearest full day). |
| b. | employees completing 1-3 full years of service on June 30 | 10 working days annually |
| c. | employees completing 4-7 full years of service on June 30 | 15 working days annually |
| d. | employees completing 8-19 full years of service on June 30 | 20 working days annually |
| e. | employees completing 20 or more full years of service on | 25 working days annually |

June 30

For purposes of determining vacation leave allowances, years of service must be continuous except when an employee is on an approved leave. An employee may carry forward into the next year only the number of vacation days equal to his current year=s annual allotment.

Section 2. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.

Section 3. Choice of Vacation Period.

Vacations shall be granted, if possible, at the time requested by the employee subject to the approval of the Maintenance and Transportation Administrator and the principal (if a custodian/matron). If it should be necessary for the Maintenance and Transportation Administrator to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall receive preference for the choice of vacation period. Seniority may not be invoked once the annual vacation request deadline has been reached and the vacation schedule has been set.

Section 4. Holiday During Vacation Period.

If a holiday occurs during the calendar week in which a vacation is taken by an employee, it shall not be counted as vacation time.

Section 5. Work During Vacation Period.

Any employee who is requested to and does work during his approved vacation period shall be paid for regular hours at the rate of time and one-half (1-1/2) of his regular rate and for overtime hours at a rate of two (2) times his regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request.

Section 6. Vacation Rights in Case of Layoff or Separation.

Any employee who resigns, retires or is laid off will be allowed to utilize earned vacation time, prior to his/her last day of employment. Employees whose services are terminated by dismissal, shall receive unused earned vacation time payment for such time. In the event of an employee=s death, payment will be made to the estate or heirs of the deceased for unused vacation time and vacation leave earned during the vacation year in which death occurred.

Section 7. Vacation Use for Personal Use.

Vacation time may be used for personal reasons in one-half (1/2) day amounts, subject to the provisions of Section 3.

WAGES

Section 1. Wage Schedule.

Employees shall move from the minimum step in the pay schedule to the maximum step in annual increments, contingent upon satisfactory work performance. An employee must have worked at least six (6) months within a grade and step to be eligible for the next step increment. The initial placement of an employee on the salary schedule will be determined by the Employer, but shall not exceed Step 4.

Section 2. Pay Period.

The salaries and wages of employees shall be paid every two (2) weeks. In the event the regular pay day is a holiday, the preceding day shall be the pay day.

Section 3. Shift Differentials.

In addition to the established wage rates, the Employer shall pay an hourly premium of forty cents (\$0.40) to employees for all hours worked on shifts beginning between 3:00 P.M. to 11:00 P.M. effective July 1, 2001.

Section 4. Van Drivers.

Van Drivers who possess their C.D.L. will be paid at Grade C but for the purpose of contract administration and interpretation will be considered at Grade B.

Section 5. Commercial Driver's License (CDL).

The School Committee shall reimburse employees hired prior to November 1, 1991 for 100% of the costs of state testing and state fees incurred in procuring a Commercial Driver's License (CDL). Employees hired after November 1, 1991 shall be reimbursed for 50% of renewal costs only.

Employees hired prior to November 1, 1991 who fail the tests for the Commercial Driver's License and endorsement(s) shall hold their existing job classification for a maximum of thirty (30) days from the date of the failed test, during which time the employee must take a second test.

If the employee is unable to take a second test within this thirty (30) day period, a reasonable extension shall be granted by the School Committee in order to take the second test. The length of the extension will be determined solely by the School Committee and be subject to the employee performing any and all work assigned at a time and shift determined by the Director.

If the employee does not take or fails to pass the second test, the employee may be terminated from employment, unless the employee accepts a demotion to a lower pay classification which does not require possession of a CDL. The option to offer a demotion, in lieu of termination, rests solely at the discretion of the School Committee.

d. The employee is on the active payroll.

Section 3. Holiday Pay.

Eligible employees who perform no work on a holiday shall be paid at their current rate of pay.

Section 4. Holiday Work.

If an employee works for the School Committee on any of the holidays listed above, he shall be paid at the rate of time and a half (1-1/2).

Section 5. Holiday Hours for Overtime.

For the purpose of calculating overtime compensation, all holiday hours shall be included.

Section 6. Days Off With Pay.

The Friday after Thanksgiving, either the day before or after Christmas and either the day before or after New Year's Day shall be considered "Special." All employees covered by this Agreement may select any two (2) "Special days as days off with pay. Whenever the Christmas and New Year's holidays fall on a weekend, the "Special" days shall be taken during the week between the holidays. If disagreement on the selection of these days occurs, seniority shall take precedent. All requests for these special days shall be subject to the approval of the Maintenance and Transportation Administrator.

ARTICLE 23
LONGEVITY PLAN

Employees shall be entitled to an annual Longevity Plan payment in additions to their base salary in the next contract year according to the following schedule:

- | | | |
|----|--|-----------|
| a. | Employees completing ten (10) full years of satisfactory service on June 30. | \$500.00 |
| b. | Employees completing fifteen (15) full years of satisfactory service on June 30. | \$1000.00 |
| c. | Employees completing twenty (20) full years of satisfactory service on June 30. | \$1400.00 |

- d. Employees completing twenty-five (25) full years of satisfactory service on June 30. \$1800.00
- e. Employees completing thirty (30) full years of satisfactory service on June 30. \$2000.00

While not on the above referred schedule, effective for the first year of the contract only (July 1, 2004-June 30, 2005), the former fifth (5) year longevity stipend of \$250 will be paid. Following the conclusion of the first year of the contract, there will no longer be a fifth year longevity stipend paid to anybody.

Effective in the second year of the contract, July 1, 2005-June 30, 2006, the following amounts will replace the figures in the appropriate portions of the above referred table:

10 years.....	\$ 545
15 years.....	\$1090
20 years.....	\$1635
25 years.....	\$2180

Effective in the third year of the contract, July 1, 2006-June 30, 2007, the following amounts will replace the figures in the appropriate portions of the above referred table:

30 years.....	\$2725
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ARTICLE 24
RETIREMENT BENEFIT

Section 1. Conditions of Benefit.

One (1) year prior to retirement of an employee covered by this Agreement, the Employer shall provide a \$750. retirement benefit providing:

- a. the employee has served at least fifteen (15) years
- b. the employee has provided one (1) year's prior notice of his/her intent to retire
- c. the employee works his/her last full year.

Section 2. Payment of Benefit.

An employee may defer the benefit to the next tax year.

An employee who cannot provide a full year's notice shall still be eligible for the benefit but might receive it in the next fiscal year. An employee who dies prior to retirement shall have the benefit assigned to his her estate.

ARTICLE 25

SUPPLEMENTAL BENEFITS

Section 1. Health and Life Insurance.

The Employer shall assume responsibility for payment of the percent of a group insurance contract as determined for the total group to which employees belong, or a like dollar amount to a contract with an approved health maintenance organization, and payment of the same percent of a group insurance contract in accordance with the provisions of Chapter 32B of the Commonwealth Laws. Such percentages shall not be less than seventy-five percent (75%).

Section 2. Part-time Employees

All regular part-time employees eligible, under State law, to receive health and life insurance coverage shall receive coverage if they so desire.

Section 3. Workmen's Compensation.

- a. The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.
- b. The Employer shall pay the difference between Workmen's Compensation payments and full pay, provided the employee has accumulated sick leave which may be debited on a pro-rata basis. The Employer shall also pay compensation during the waiting period.

Section 4. Tax Deferred Annuities.

The School Committee shall permit the purchase of annuities by employees pursuant to the provisions of Chapter 15, Section 18A of the General Laws.

Section 5. Retirement Plan.

The Employer agrees to continue membership in the Country Retirement Plan.

ARTICLE 26
PART-TIME EMPLOYEES

All articles of this Agreement apply proportionally to permanent part-time employees covered under the Certification Petition MCR 2700, excepting for provisions of State Law.

ARTICLE 27
SENIORITY

Section 1. Definition.

Seniority means an employee's length of continuous service with the Employer since his/her date of hire. Permanent part-time employees who were subsequently hired as full-time employees, with no break in service as defined below, shall accrue seniority proportionally to their amount of hours worked as part-time employees.

Section 2. Probation Period.

New employees shall be added to the seniority list ninety (90) days after their date of hire. Probationary employees may be terminated without recourse to grievance or arbitration.

Section 3. Seniority Lists.

Every six (6) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted. An up-to-date seniority list will be on file and available for inspection in the Central Office.

Section 4. Breaks in Continuous Service.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record, but he shall receive no credit for time not worked. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 5. Promotions.

The term promotion, as used in this provision, means the advancement of an employee to a higher paying position.

Whenever a job opening occurs -- other than a temporary opening as defined below -- in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for seven (7) working days.

Section 6. New or Vacant Positions.

A vacancy is an opening caused by promotion, demotion, retirement, resignation, transfer or re-assignment, termination, death or the availability of new positions.

When a position covered by this Agreement becomes vacant, such vacancy shall be posted on bulletin boards so designated in the School Department listing the following:

- | | | | |
|----|-----------------|----|---|
| 1. | Date of posting | 6. | Example of duties |
| 2. | Job Title | 7. | Qualifications |
| 3. | Shift | 8. | Closing of date for application |
| 4. | Salary | 9. | Person to whom application should be made |
| 5. | Location | | |

Any notice of vacancy shall remain posted internally for a period of not less than seven (7) calendar days. Employees in the bargaining unit who are interested shall apply in writing within the posting period.

The Superintendent, or his designee, will select the applicant determined to be the best applicant for the job in terms of ability and qualifications, such as education, training, experience, job performance, attendance, conduct, seniority. If the Superintendent, or his designee, determines applicants are comparable in terms of ability and qualifications, then a unit employee who is comparably qualified shall receive preference in hiring; and, if more than one unit employee is so comparable, the unit employee with the greatest seniority shall receive preference in hiring.

In filling subsequent vacancies created by filling the initial vacancy, the posting period shall be three (3) working days if the subsequent vacancy(s) is in the same job series as the initial vacancy (Example: Custodial/head custodian vacancy filled by a custodian, opening the latter position). However, if the subsequent vacancy is in a different job series than the initial vacancy, the regular posting procedure/time period will be followed.

Section 7. Consolidation or Elimination of Jobs.

Employees displaced by the elimination of regular job positions through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights as set forth in the Section on Bumping.

Section 8. Transfers.

Employees desiring to transfer to other jobs shall submit an application in writing to a Maintenance and Transportation Administrator. The application shall state the reason for the requested transfer. Except for transfer requests resulting from the elimination of an employee's job, transfer requests will be subject to the approval of the Maintenance and Transportation Administrator.

Section 9. Temporary Job Openings.

Temporary job openings are defined as job vacancies that may periodically develop in any classification as a result of illness, family emergencies, approved leaves of absence or special project funds. Temporary job openings of less than four months' duration may be filled by mutually agreeable employee assignment or re-assignment and shall not require posting. Temporary job openings of more than four months will be posted. No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless the employee specifically agrees to the assignment. It is the intent of this provision to prevent the repeated assignment of employees to job vacancies designated as temporary job openings that could be filled in another manner. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate whichever is higher.

Section 10. Bumping.

When an employee is laid-off due to a reduction in the work-force, he/she may first be transferred to another vacancy within the same job classification and on the same shift. If there is no such vacancy, he/she may be permitted to exercise seniority rights to "bump" - replace an employee with less seniority. Such an employee may bump the employee with the least seniority in the same job classification or, if none, in successively lower classification, with the following stipulations:

1. The bumping employee must have greater seniority than the employee being bumped.
2. The bumping employee shall first bump an employee with the least seniority on the same work shift; if none, then an employee with the least seniority on another work shift.
3. The bumping employee must be qualified to perform the duties of the new position into which he/she is bumping.
4. Only a female employee may bump a matron.

The sequence for bumping down through job classification shall be as follows:

1. Maintenance specialists (inc. carpenter)
2. Maintenance Mechanic
3. Bus driver/Maintenance
4. Van driver/laborer with CDL
5. Head Custodian
6. Night Shift Supervisor
7. Custodian/Matron
8. Van driver/no CDL

Section 11. Layoff.

In the event it becomes necessary to layoff, employees shall be laid-off in the inverse order of their seniority within their job classification.

Section 12. Recall.

Employees shall be eligible for recall from layoff, according to their seniority within their particular job classifications, for a period of two (2) years from their date of layoff. No new employees for a particular job classification shall be hired until all employees on layoff status eligible to return to work have received a recall notice. Should a recalled employee decline a recall notice, he or she will no longer be eligible for recall. The Employer shall notify the employee by certified mail at his last known address of the recall.

ARTICLE 28
CLASSIFICATION AND RE-CLASSIFICATION

Section 1. Class Specifications.

The Employer shall provide the Union with a copy of the class specification of each classification title covered by this Agreement for which such a specification exists. Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.

Section 2. Re-Classification.

Should the Employer wish to re-classify the duties and the salary of any position, such action will be taken only under any of the following circumstances:

- a. as part of negotiation procedures,
- b. following consultation with the approval of the Union, or
- c. should the position be vacated.

Section 3 Working Out of Classification

No employee shall be required to work out of his/her classification in excess of ninety days without a review by the parties.

ARTICLE 29
GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion.

The Employer and Union agree to by abide by all Federal and State laws regarding equal employment opportunity without discrimination, and the provisions of Massachusetts General Laws Chapter 150E regarding discrimination and coercion.

Section 2. Union Bulletin Boards.

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3. Union Activities on Employer's Time and Premises.

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives and members shall be allowed, with the approval of the Maintenance and Transportation Administrator, to:

post Union notices;

distribute Union literature;

provide an initial orientation to the Union for new employees by a Steward or Union Officer;

attend negotiating meetings;

transmit communications, authorized by the Local Union or its officers, to the Employer or its representative;

consult with the Employer, its representative, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

Section 4. Visits by Union Representatives.

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, district council representatives, or international representatives, shall have access to the premises of the Employer at any time during working hours with the approval of the Maintenance and Transportation Administrator, provided such access does not interfere or interrupt the work of the employees.

Section 5. Work Rules.

All existing and future work rules shall be subject to consultation with the Union before becoming effective.

a. Establishing.

The Employer agrees to consult with the Union on changes in existing work rules or the establishment of new work rules.

b. Revising.

Changes in existing work rules shall not become effective until consultation with the Union has occurred. In addition, when existing rules are changed or new

rules are established, they shall be posted prominently on all departmental bulletin boards for a period of ten (10) consecutive work days before becoming effective, excepting in matters affecting health and safety which will become effective immediately.

c. Informing Employees.

The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing written work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 6. Uniforms and Protective Clothing.

It is understood that any shirts, etc., that the District offers and or provides to employees will not be subject to cleaning by the District so long as wearing the items provided is not mandatory.

Section 7. Employer Provisions of Information.

- a. Within thirty (30) days after final approval of this Agreement and semi-annually hereafter during the term of the Agreement, the Employer shall give to the Union a list of all employees covered by this Agreement, their addresses, and telephone numbers. An up-to-date employee list will be on file and available for inspection in the Central Office.
- b. A list of all employees who withdraw check-off authorizations shall be provided monthly.
- c. The Employer will provide each member of the bargaining unit with a copy of the Collective Bargaining Agreement.

Section 8. Bad Weather Days.

In the event that school is closed because of bad weather conditions, employees shall report to work. However, if an employee is unable to get to work by 10:00 a.m., the Maintenance and Transportation Administrator must be notified. If an employee does not report to work, the employee shall use a personal day, vacation day, or take the day without pay. Employees who are able to report to work shall be given compensatory time without loss of pay equivalent to time and one-half the number of hours worked. Such compensatory time must be used by the next September 1 but may not be used in conjunction with vacation time without the approval of the Maintenance and Transportation Administrator.

Section 9. Staffing Required for Outside Functions.

When groups outside the school department utilize school facilities beyond normal work hours, adequate custodial staff will normally be required to be on duty. Exceptions may be granted by the Superintendent or his designee. The Employer agrees to provide a weekend custodian for the Junior High gym/pool area and the High School for up to three (3) hours of cleaning when the Superintendent or his designee deems necessary.

Section 10. Union Use of Employer Premises, Equipment and Office Space.

The Union will be allowed the use of Employer's premises and equipment, as available, for local meetings and educational sessions. The Employer will also provide space for Union records.

Section 11

Employees who make requests to take off accrued leave in writing will be notified, whenever possible, within 72 hours following the decision maker's receipt of said request.

ARTICLE 30
UNION REPRESENTATIVES

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 changes.

The above shall be granted reasonable time off during working hours to investigate and settle grievances. Requests for time off shall be made to the Maintenance and Transportation Administrator or, in his absence, his immediate supervisor, and a log kept by the Employer of time spent on such investigations.

ARTICLE 31
UNION DUES

Employees shall tender monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off for Dues hereinafter set forth, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made the second week of each month. The following form shall be the proper form authorizing the deduction of dues:

AUTHORIZATION FOR PAYROLL DEDUCTIONS

BY: _____ (name of employee)

TO: _____ (name of Employer)

Effective _____, I hereby request and authorize you to deduct from my earnings each _____, the amount of \$_____ per (payroll period)
This amount shall be paid to the Treasurer of Local Union No. 1725 and represents payment of my Union dues.

These deductions may be terminated by me during the sixty (60) day period prior to the termination of this Agreement by my giving written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE 32
LABOR-MANAGEMENT COMMITTEE

The Union shall designate a standing committee of three (3) employees whose rates and conditions of employment are covered by the Agreement, which committee shall meet with the School Committee or its designated representative, from time to time at the request of either party. Such meetings shall be held at the convenience of both parties, if possible within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the grievance procedure hereinbefore described. This committee shall be responsible for concerning itself with all matters under the following categories: training and career ladders, classification and re-classification, health and safety, and any other matter concerning working conditions.

ARTICLE 33
HEALTH AND SAFETY

Section 1.

- a. The Employer agrees to provide employment and a place of employment which shall be reasonably safe and healthful for the employees herein and shall furnish and use safety devices and safeguards and shall adopt and use methods and provisions adequate to render such places of employment safe and healthful. Any unresolved concerns in this area shall initially be referred to the Labor-Management Committee for review and recommendations.
- b. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property, except if the immediate safety of school children or staff may be threatened.
- c. The Employer shall notify all workers exposed to previously unknown or undetected toxic substances which may be a health hazard to employees and Employer plans to eliminate or minimize these hazards.
- d. No employee shall be required to work on any job with which he is unfamiliar until he shall have received adequate safety training in the performance of the operation.
- e. The District agrees to buy and install one suspension-style bus seat in each of the following years: FY >05, FY >06, FY >07 if the Union so requests in each of those years. It is expressly understood that all drivers, regardless of whether their regular bus contains such a suspension seat, will also be required drive District vehicles without such seats. Moreover, the District reserves the right to determine who will drive the vehicles with suspension seats and to alternate who drives those vehicles.

Section 2.

- a. Union representatives on the Labor-Management Committee shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees who are covered by this Agreement perform their duties, for the purpose of investigating unresolved safety and health conditions, during working hours, with no loss of pay.
- b. The Employer shall comply with all Federal, State and local health and safety laws and shall provide for first-aid training on an annual basis.

Section 3.

- a. The parties agree that, during the term of this Agreement, they will implement the requirements of the Department of Transportation on Drug and Alcohol Testing for CDL's as outlined in the parties' side letter agreement on such testing.

ARTICLE 34
CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

For the term of this contract, the Employer will not contract out school department work which replaces individuals or groups presently employed in the bargaining unit. This provision does not apply to temporary employees, vacated positions, or CETA employees.

ARTICLE 35
MANAGERIAL EMPLOYEES

Section 1.

No managerial employee, as defined by the Massachusetts Public Employee Collective Bargaining Law (Chapter 150E), or any other employee outside the bargaining unit who is excluded from the terms of this Agreement, shall regularly perform the work of any employee covered by this Agreement except in the case of extreme emergency, excessive absence of employees from work, or for the purpose of providing instruction or training of employees, except as heretofore has been the custom.

Section 2.

The parties agree that managerial employees and others outside the bargaining unit will not have their duties enlarged to take work away from bargaining unit members.

Section 3.

No bargaining unit employee shall be required to do the work of any managerial employee, as defined by the Massachusetts Public Employee Collective Bargaining Law (Chapter 150E) or any other employee outside the bargaining unit who is excluded from the terms of this Agreement.

ARTICLE 36
SICK LEAVE BUY BACK

A bargaining unit member who has completed twenty (20) or more years of service with the Committees will, upon a voluntary termination of employment and if their accumulation of sick leave is at least 140 days, be compensated for their unused accumulated sick leave at the rate of ~~\$10~~ **\$15** per day. A voluntary termination will be limited to retirement and/or a normal resignation resulting from another employment opportunity.

ARTICLE 37
EMPLOYEE EVALUATION

Section 1.

Performance evaluations are designed to serve the needs of both the employee and employer. An organized program for employee performance evaluation will:

- a. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance. Management reserves the right to convene a committee consisting of management and union members to revise the evaluation system. The revised evaluation mechanism will be used to evaluate employee performance during FY >06 (July 1, 2005-June 30, 2006). Thereafter, the revised evaluation system will be utilized each year thereafter unless and until management and the union convene a subsequent committee to further revise the evaluation system.
- b. Serve as an important motivation tool and improve the quality of job performance;
- c. Enhance the ability to achieve Affirmative Action goals through supervisor-employee communication;
- d. Base personnel actions on objective, accurate and fair performance appraisals;
- e. Monitor the performance of probationary employees on a timely basis; and
- f. Serve as evidence for any employment decisions. Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation,

guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the employer, it should be continuous process. Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2.

- a. Performance evaluation of an employee shall be made annually by the supervisor prior to May 30 of each year with the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of service. Such evaluation will be recorded in writing on the form agreed to by the parties and shall be made on the basis of the following criteria:
 - A. Quality and quantity of work;
 - B. Work habits;
 - C. Work attitudes;
 - D. Working relations with others;
 - E. Supervisory ability (if employee supervises others).

Section 3.

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with the evaluator and, if requested, with the supervisor of the next higher level than the evaluator who has been assigned to review the performance evaluation. For the purpose of this article, the evaluator will be the principal with input from the Maintenance and Transportation Administrator for Custodians/Matrons, and will be the Maintenance and Transportation Administrator for all system-wide employees.

Section 4.

The Superintendent's office shall receive all evaluation from the evaluator, shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and any evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee.

Section 5.

The employee may review his/her evaluation in the Superintendent office.

ARTICLE 38

PROTECTION

1. The employer shall indemnify employees in all negligence actions as allowed by G.L. c.258, the Torts Claims Act.
2. In the event that a parent/guardian claims that an employee has assaulted his/her child, the Employer shall promptly investigate the claim. If the Employer determines that the employee did not assault the child or acted appropriately to protect him/herself or others from injury, then the Employer shall either indemnify the employee for any legal fees or costs, or shall provide the employee with counsel in any subsequent civil or criminal action.

ARTICLE 39 AGENCY SERVICE FEE

The School Committee(s) and their Agents, in accordance with the provisions of M.G.L. Chapter 150E, Section 12, shall require as a condition of employment for each employee who is not a member of the AFSCME Council 93, Local 1725, AFL-CIO, the payment of an agency service fee, said payment to be effective on or after the 30th day following the effective date of this Agreement on or after the 30th day of initial employment, whichever is later.

The amount of the service fee shall be equal to the pro rata cost of collective bargaining and contract administration as certified by the AFSCME Council 93, Local 1725, AFL-CIO. Employees may have access to payroll deductions for the purpose of paying the agency service fee. The AFSCME Council 93, Local 1725, AFL-CIO shall be responsible for notifying the Business Office of the amount to be deducted prior to the issuance of the first paycheck.

In the event that an employee fails or refuses to pay the agency service fee, the AFSCME Council 93, Local 1725, AFL-CIO shall take appropriate legal action to collect the fee. Any judgment against such an employee by a forum of competent jurisdiction as a result of such action shall include payment of the Union's costs and reasonable attorneys' fees.

The AFSCME Council 93, Local 1725, AFL-CIO shall indemnify the School Committee(s) and agents against any and all claims, demands, suits, damages, legal fees, or any other form of liability that may arise by reason of the School Committee(s)' compliance with the Agency Service Fee provisions of this Agreement, upon the following conditions: (1) the School Committee(s) have complied fully and properly with these obligations under the Agency Service Fee provisions of this Agreement; (2) the Union retains the right to select or assign counsel of its choice in defending the School Committee(s) in such matters provided that such counsel consults with and/or keeps the Committees' regular counsel informed of litigation proceedings; (3) the School Committee(s) cooperate with counsel selected or assigned by the AFSCME Council 93, Local 1725, AFL-CIO; and (4) the AFSCME Council 93, Local 1725, AFL-CIO retains full control over the conduct of the case. Failure to meet any of the foregoing conditions will relieve the AFSCME Council 93, Local 1725, AFL-CIO of its obligation under this indemnification clause. Any dispute over the Committees' compliance with these conditions is subject to arbitration under the provisions of Article 5.

ARTICLE 40

DURATION

The Agreement shall remain in full force and effect from July 1, 2008 to June 30, 2011. The Parties agree that not later than May 1, 2011, to enter into negotiations for a successor agreement to be effective on July 1, 2011. The provisions of the Agreement will remain in full force and effect until such successor agreement is executed.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this day of _____, 2008.

FOR THE SCHOOL COMMITTEE

FOR AFSCME, AFL-CIO

