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THE STONEHAM SCHOOL COMMITTEE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO LOCAL 1139
STONEHAM PUBLIC SCHOOLS
CUSTODIAN UNION

Contract Agreement

JULY 1, 2022 – JUNE 30, 2025

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PREAMBLE

This agreement made under Chapter 150E of the General Laws, by and between the School Committee of Stoneham, hereinafter called the "Committee" and the Massachusetts Laborers' District Council, Local 1139 of the Laborers International Union of North America, AFL-CIO ("the Union")

ARTICLE I
PERSONS COVERED BY THIS AGREEMENT

In accordance with the certification of the Massachusetts Labor Relations Commission, the School Committee recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages and other conditions of employment, of all regular full-time and regular part-time school custodial employees employed by the Committee. The first six months of employment, which may be extended to twelve months by agreement between the administration and the union, shall be a probationary period during which time there shall be no right to grieve the discharge or discipline of an employee.

ARTICLE II
GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions

1. A "grievance" is a complaint based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement. The term "grievance" shall not apply to any matter as to which the Committee is without authority to act.
2. An "aggrieved person" is a person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to solve the claim.
4. No Union business shall take place during an employee's regular working hours, unless permitted under the provisions of Article II.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the conditions of employment of personnel covered by this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any custodian having a grievance to discuss the matter informally with his immediate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One
   a. A custodian with a grievance will first discuss it with their immediate superior and/or the Director of Facilities, either directly or through an authorized representative of the Union, with the objective of resolving the matter informally.
   b. Grievances arising directly from action of officials at the Administrative Office level (above the local school level) may be initiated with and processed in accordance with the provisions of Level two of this grievance procedure.
2. Level Two
   a. If the aggrieved person is not satisfied with the disposition of his grievance at Level one, or if no decision has been rendered within eight (8) workdays after the presentation of the grievance, the aggrieved person may file the grievance in writing with the President of the Union or Grievance Committee within five (5) workdays after the decision at Level one, or thirteen (13) workdays after the grievance was presented, whichever is sooner. Within five (5)

workdays after receiving the written grievance, the President of the Union will refer it to the Superintendent of Schools or designee.

b. Within ten (10) workdays after receipt of the written grievance by the Superintendent, or designee, they will meet the aggrieved person in an effort to resolve it.

3. Level Three
   a. Initiation of Arbitration and Time Limit Thereof: A grievance which was not resolved at Level two under the grievance procedure within fifteen (15) workdays after presentation to the Committee may be submitted by the Union to arbitration. The arbitration may be initiated by filing with the Division of Labor Relations a request for arbitration and mailing or delivering a copy thereof to the Committee. This request shall be filed within forty (40) workdays after denial of the grievance at Level II under the Grievance Procedure. The voluntary labor arbitration rules of the Division of Labor Relations shall apply to the proceeding.
   b. Arbitrator's Decision and Time Limit Thereof: The arbitrator shall issue their written decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes and both will abide by it in accordance with its terms.
   c. Application of Arbitrator's Decision to Similar Cases: If the parties agree that a case is similar, an arbitrator's decision will be regarded as precedent.
   d. Arbitrator's Fee: The arbitrator's fee will be shared equally by the parties to the dispute.

D. Miscellaneous

1. If, in the judgment of the Union, a grievance affects a group of custodians, the Union may submit such grievance in writing to the Superintendent, or ~~his~~ designee, directly, and the processing of such grievance will be commenced at Level two.
2. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.
3. If, at the end of the ten (10) workdays next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented to the appropriate intermediate supervisor of the employee as provided by the procedure set forth in Section C, the grievance shall be deemed to have been waived; and, any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section C.
4. A grievance filed in an inappropriate step of the grievance procedure will be considered as properly filed, but the time limits for answering the grievance shall not begin until the grievance is referred to the appropriate step.
5. In order to avoid a grievance being pursued concurrently in a grievance procedure and by other means, during the period of time a grievance has been submitted to arbitration, and the arbitration has been completed, the "aggrieved person" shall automatically waive all other remedies or forums available.
6. Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law, and any incident which occurred or failed to occur prior to the effective date of the Agreement, shall not be the subject to any grievance or arbitration hereunder.
7. Effective July 1, 2011, any new staff shall be hired outside of the Commonwealth's civil service procedures. Current staff employed with a civil service status as of that date shall retain their civil service status. The parties agree to support a petition to eliminate civil service in the future. Non civil service employees may be disciplined or discharged by the principal or superintendent for good cause. Good cause shall mean any grounds put forth by the principal or superintendent that are not arbitrary, irrational, unreasonable, or in bad faith or irrelevant to the sound operation of the school system. The arbitrator must use the definition of "good cause" as defined herein in determining whether the discipline or dismissal met the good cause standard.

ARTICLE III
MANAGEMENT RIGHTS

In the interpretation of this Agreement, the School Committee shall not be deemed to be limited in any way in the exercise of its regular and customary rights and prerogatives.

ARTICLE IV
NO STRIKE CLAUSE

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor its officers or agents will call, withhold, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

ARTICLE V
STABILITY OF AGREEMENT

No amendment, alteration or variation of the terms and provisions of this Agreement shall bind the parties hereto unless made and executed by the parties hereto.

ARTICLE VI
COMPENSATION

A. Salary Schedule Effective July 1, 2022

1.

	July 1, 2022	July 1, 2023	July 1, 2024
Step 1	$19.66	$20.05	$20.45
Step 2	$20.46	$20.87	$21.29
Step 3	$21.25	$21.67	$22.10
Step 4	$22.03	$22.47	$22.92
Step 5	$22.81	$23.26	$23.73
Craftsmen Only Step 8	$56,503	$57,633	$58,788
Craftsmen Only Step 9	$57,503	$58,654	$59,827

2. An increase in salary or step increase awarded on the salary schedule may be withheld in case performance is below standard.
3. Credit for one step may be granted to new custodians, provided their experience is deemed comparable or helpful in custodial work.
4. If a custodian begins service after January 1 of a given year, they shall be awarded all benefits including salary increase on their anniversary date of hire for the first three years; after that they will receive the benefits on July 1 as if they worked a full year. Should the custodian begin service prior to January 1 of a given year, they shall advance to the next step on the salary scale the following fiscal year, i.e. July 1.
5. The Committee in its sole discretion may reward outstanding service in an amount to be determined by it, provided that recommendation is made by the Superintendent of Schools or designee.
6. The salary shall be paid weekly.
7. Effective July 1, 2018 – all custodians will receive direct deposits.

B. Shift Differential/Licensed Heavy Equipment Operator

1. Custodians scheduled in a shift starting at 11:30 a.m. or later shall receive $ 1.00 per hour additional compensation for the eight (8) hour schedule. This differential shall also be paid over the summer months.

2. Custodians required to have a licensed heavy equipment operator license will receive an extra $450 stipend per year.

C. **Head Custodians:**

1. Head Custodians shall be granted a differential as follows:

Elementary Schools	$ 2,380.00
Central Middle School	$2,550.00
High School	$3,195.00
Outside Custodian	$1.00 per hour above step

2. The Superintendent may, at their discretion, require head custodians at the Middle School and High School to work on a shift commencing at 8:30 a.m.
3. Head custodians are responsible for checking their building and grounds on Saturdays, Sundays and holidays except during a custodian's paid vacation, and will be paid a rate of $30.00 on regular weekends and $60.00 on holiday weekends. Building checks will only be held October 1 to April 30. From May 1 through September 30, no building checks will be held on weekends or holidays.
4. If a head custodian is absent and their duties are temporarily assigned to another custodian, the custodian acting for the head custodian will be paid an additional amount of $6.00 per day retroactive to the first day and until relieved of their additional duties.
5. If, while checking their building, a head custodian discovers an emergency situation that requires their immediate attention, the incident will be responded to as outlined in Article VI, Section E, Emergency Call-Ins.

D. **Night Lead Custodian**

The Superintendent shall have the right to outsource the night shift custodians. The Superintendent agrees that as a result of this agreement there will not be any immediate layoffs for any member that has passed the probation period.

E. **Temporary or Substitute Custodians**

Temporary or substitute custodians shall receive an hourly rate equal to the first step on the salary schedule.

F. **Emergency Call-In**

1. Sunday night through Friday midnight a minimum call-in time will be four hours at time and one-half, provided, however, that if a holiday listed in Section I falls on a Sunday and is celebrated on a Monday, a minimum call-in time of four hours at double time will be paid for that Monday.
2. Friday midnight until Sunday midnight a minimum call-in time will be four hours at double time. Custodians will also be paid double time if called in for an *emergency* on Thanksgiving or Christmas (this does not include regularly scheduled events, i.e. Thanksgiving Day football game)
3. Regular overtime will be paid at time and one-half based on the yearly salary plus the head custodian and/or shift differential for those entitled to it.
4. Call-ins for snow removal work will not be covered by this Section unless a statewide emergency has been declared.
5. When school is not in session due to snow, all custodians are required to come in when storm subsides for clean-up. If a custodian refuses to do so, then they will be charged a personal day – if no personal days are available, they will be charged a vacation day.

G. **Special Detail(s)**

When a Special Detail for an event is available, the custodians assigned to that school building will have the first opportunity to accept and work on that Special Detail. The custodians in the assigned school building will rotate between them in order to give equal opportunity to get the first choice at a special detail. If none of the custodians assigned to that school building accepts the Special Detail then the Head Custodian of that building will notify the Facilities Director, or designee, to offer the Special Detail to the custodians that are not assigned to that School Building.

The Facilities Director, or designee, will offer the Special Detail by a rotating seniority list starting with the custodian with the most seniority to the custodian with the least seniority. After a custodian on the seniority list accepts a Special Detail, The Facilities Director or designee will start the search for a

custodian to cover the next available Special Detail with the next custodian on the seniority list following the last custodian to be assigned a Special Detail.

No custodian will be allowed to cover more than one (1) Special Detail at a time. If two (2) Special Details are being held on the same day and time frame in the same School Building each Special Detail will be assigned a separate custodian.

No non -bargaining unit member shall be offered an opportunity to work a non-school sponsored/private detail before all efforts to offer the detail to all bargaining unit members have been exhausted.

All Non School Sponsored private or outside Special Details will pay the Custodian at Time and one half regardless of whether the Custodian Physically worked a 40-hour work week at a minimum of 4 hours. The time worked on a special detail does not count towards the custodian's regular work scheduled hours for overtime purposes.

All Temporary or Substitute Custodians that work a Non School Sponsored or Private Special Detail will be paid at time and one half of their current Step Rate.

The Facilities Director or designee will provide the Steward of the Stoneham Custodian Union Local 1139 a quarterly report of sick call coverage and all other overtime opportunities upon request.

H. Scheduled Activities

1. A minimum of two hours will be authorized when:
   a. An activity is less than two hours in length.
   b. A scheduled activity has been canceled, and the custodian is not notified two hours prior to the scheduled activity.
2. In each case before payment, proper authorization must be given by the Superintendent of Schools. The form provided must be verified by the person authorized to use the building as to the number of hours worked.
3. The assigned custodian will do no other duties except those normally done for that detail. Custodians will maintain restroom facilities and egress during storms for all groups using facilities.

I. Holidays

1. The following are considered Holidays for the School Department:

January	New Year's Day	September	Labor Day
January	Martin Luther King Day	October	Columbus Day
February	Presidents' Day	November	Veterans' Day
April	Patriots' Day	November	Thanksgiving Day
June	Juneteenth	November	Day After Thanksgiving
May	Memorial Day	December	Day Before Christmas
July	Independence Day	December	Christmas Day

Each custodian shall be entitled to receive their regular rate of pay for each of the above designated holidays without having worked on such holiday, provided the custodian shall have worked on their last regularly scheduled working day prior to and their next regularly scheduled working day following such holiday, or was on paid leave on such preceding and following days or allowed absence or vacation. When a holiday listed above is celebrated on a Saturday or Sunday, eligible custodians will be scheduled for an alternative day off on the Friday before or the Monday after the holiday. Should any of the above holidays be scheduled as a regular school day for students, custodians shall at the district's discretion receive double time pay for work on that day or an additional floating holiday to be scheduled within 3 months of the holiday.

J. Allowances for Absences

1. A total of fifteen (15) days will be allowed for excused absence for each fiscal year (July 1 - June 30) for the reasons listed below.
   a. Personal illness of the employee
   b. Severe illness in the family requiring the presence of the employee

c. Court appearances when summoned
d. Required religious holidays
e. Employees shall be allowed two days of leave, with pay, annually for the reasons set forth in School Committee Policy 8-50. These two personal days are granted separate and not deducted from sick time.

2. Unused leave of absence is cumulative to 220 days, as of July 1, 2008.
3. Allowance for absences shall be prorated per month on the basis of the number of days allowed each year.
4. When school personnel are absent from their positions, the "Employee's Weekly Absence Record" is completed by school administrative personnel and returned to the payroll office on Monday following the week in which the absence took place.
5. The Payroll department then subtracts the days involved from the allowable absence. When the allowable absence has been depleted, the deduction will be made at the day rate of 1/260th of the annual salary.
6. A physician's statement may be required after five days of absence.
   a. A certificate signed by a physician verifying the illness and capability of the custodian to return to work shall be required for all persons ill for three or more days. The School Department reserves the right to have the employee examined by the school physician.
   b. Absences of less than a full day due to illness or personal reasons will be charged to accumulated sick or personal leave on an hour by hour basis.
7. Employees who maintain perfect attendance for any twelve month period from July 1 to June 30 will receive two (2) additional vacation days which must be used between July 1 and August 31 of the year in which they are granted. Vacations and holidays will not count as time lost for purposes of determining perfect attendance.
8. Officers or Stewards of the Union may request and shall be granted leave with pay to attend conferences held by LIUNA . Such leave days are not to exceed an aggregate total of five (5) for each school year. It is understood that approval for such release time shall require advance notice to an approval by the Superintendent or designee.

K. Bereavement

Employees covered by this agreement will be allowed time off without loss of pay for up to five (5) days leave following a death in the immediate family. The immediate family for this article shall be defined as spouse, child, sibling, parent or anyone who lives in the employee's household.

Employees covered by this agreement will be allowed time off without loss of pay for up to three (3) days leave following the death of a relative of an employee who is the employee's aunt, uncle, great-grant parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece or nephew. Said bereavement days shall be the day of the funeral and the time so granted for the purpose of attending the said funeral.

L. Longevity

Employees covered by this Agreement will receive, in addition to their regular pay, longevity pay for satisfactory service. Longevity payments will be made during the month of July in accordance with the following schedule.

5 years of service	475.00
10 years of service	690.00
15 years of service	965.00
20 years of service	1,240.00
25 years of service	1,690.00

M. Gas Allowance

The gas allowance for employees who are required to use their personal vehicles for work purposes will be increased to $60.00 per month.

N. Operation of Heavy Equipment

The School Department will allow one employee at a time to use available vacation or to take time off without pay in order to attend the Union's training program for the operation of heavy equipment.

ARTICLE VII
CONDITIONS OF EMPLOYMENT

A. Working Hours

1. The normal work week shall consist of five (5) eight (8) hours days, Monday through Friday inclusive, with the exception of the summer schedule (See article 7, 4).
2. Under normal working conditions, the regular working hours established for the week while school is in session are as follows:
   a. First Shift: 6:00 a.m. to 2:30 p.m.
   b. Mid-Day Shift: 11:30 a.m. to 8:00 p.m.
   c. Night Shift: 2:00 p.m. to 10:30 p.m.
3. The parties acknowledge that the Committee has full authority to institute a night shift commencing no later than twelve midnight, provided that only employees hired on or after July 1, 1977, may be assigned to such a shift in the sole discretion of the Superintendent. Employees assigned to such a shift shall receive sixty ($.60) cents per hour additional compensation for the eight (8) hour schedule. The parties also acknowledge that the assignments which the Superintendent has instituted up to the date upon which this Agreement becomes effective are consistent with the Superintendent's authority under this Agreement.
4. In the event of school shutdown, vacations, summer vacations, etc., all custodians shall work 7:00 a.m. to 3:30 p.m. Beginning in July of 2019, summer hours for all custodians will be a four 10-hour work week (Monday through Thursday) and the building will be closed on Fridays for the month of July and the first two weeks of August. This agreement will be determined year-to-year pending the work load of the summer.

   Summer hours will be as follows:
   Schedule A 5:00 a.m. – 3:30 p.m.
   Schedule B 6:00 a.m. – 4:30 p.m.
   Schedule C 7:00 a.m. – 5:30 p.m.

   On early dismissal or shutdown, the School Administrator, or ~~his~~ designee, and/or Director of Facilities will determine what hours the custodians will work.
   During the summer schedule, all buildings must have a custodian on duty from 5:00 AM through 5:30 PM

5. At the discretion of the Superintendent, or designee, in the best interest of the School Department, the Superintendent may:
   a. Require custodians to work the shifts assigned to them.
   b. Require custodians to be assigned different shifts, other than those listed under Article VII, Section A, 1 based on reverse seniority, with the understanding that any change in shifts would be for a period of time or an emergency and not for a specific day or function.
   c. Should a change in shifts for a period of time be required the custodians will receive two weeks prior notice.
6. Should a custodian assigned to a one-station building be absent from his work station, the custodian must notify the Director of Facilities, or ~~his~~ designee, at least one hour prior to the start of work on the day(s) the custodian is to be absent so that a replacement, if needed, may be obtained.
   Should a custodian assigned to a multi-station building be absent from their work station, the custodian must notify the Head Custodian of the Assigned building at least one hour prior to the start of work on the day (s) the custodian is to be absent so that a replacement, if needed, may be obtained from the group, or so that the Head Custodian may cover the work station.
7. Custodians shall not leave school grounds without notifying the Director of Facilities or school principal.

B. Vacancies

In the event that a custodian has retired or is unable to work over an extended period of time because of sickness, the position will be filled as soon as possible, and as soon as Civil Service requirements are met if applicable; provided the position has not been eliminated.

C. Personal Injury Benefits

Personnel are covered by Workman's Compensation for any accident occurring in the performance of

their employment. Time covered by Workman's Compensation is not deducted under Leave Policy.

D. Uniforms

The School Committee agrees to provide the custodians with four (4) work shirts each year. The shirts will have lettering that identifies the owner by first and last name. The shirts will also have "Stoneham Public School Department" on them. A representative of the Custodians Union will be allowed to participate in the process of defining the style(s) of shirts to be offered and the material specifications. All custodians are required to wear approved uniform shirts while working. In the event a custodian is not able to wear the personally identified shirt with their first and last name, the custodian must wear their school ID visible to the public at all times. A custodian will receive a verbal warning for the first instance of being out of uniform while on duty, and a written warning for the second instance of being out of uniform while on duty. A suspension of one (1) day without pay will be imposed for each subsequent instance of being out of uniform while on duty. Custodians will be allowed to wear pants of their own choice, subject to the approval of the building principal, which shall not be unreasonably withheld. The School Committee will not be responsible for supplying the pants. The School Committee agrees to reimburse up to $175.00 per year to each custodian as a reimbursement for work shoes of the custodian's choice. The School Committee further agrees to reimburse up to $100 once per contract (every three years) to outside custodians for the purchase of a Stoneham Maintenance jacket/coat. Custodians must provide proof of purchase to the Superintendent in order to receive the reimbursement.

E. Personnel File

Each employee shall be permitted, with advance notice of seventy-two (72) hours, to examine, during normal business hours, their personnel file. The School Department may require that a Human Resources employee be present during the examination.

F. Display of Colors

The flag of the United States shall be displayed by the head custodian on the following holidays at the exterior display location from sunrise to sunset on days when the weather is not inclement.

1. Memorial Day (half staff until noon)
2. Independence Day (July 4)
3. Veterans' Day

ARTICLE VIII
OVERTIME

A. Overtime:

1. An employee who is required to work in excess of forty (40) hours in any one workweek shall be paid for such work at the rate of time and one-half their regular straight-time hourly rate.
2. Overtime is based on hours actually worked during a given work week. Vacation, Personal, and or Sick time pay for a day when a worker does not work is not included in the 40 hours for purposes of overtime calculation.
3. An employee who works for a school or non-school sponsored function on any of the holidays listed in Section 1 of this agreement shall be paid at the rate of double time.

B. Eligibility:

1. Overtime will be distributed as equitably as practicable among all employees at any particular school building. A seniority list of custodians will be kept by the Superintendent or designee endeavor to distribute equitably the opportunity to work such available over time.
2. An employee who has a reasonable excuse for not working a particular overtime assignment will not be required to work such overtime assignment and the employee's failure to have worked the overtime shall be treated as overtime worked for the purpose of the regular rotation of overtime opportunities.
3. Probationary employees shall have no rights under this Agreement for a period of six (6) months.

4. The Superintendent shall have the right to outsource a substitute to cover an absence for a maximum of 40 hours per week before assigning a member covered by this agreement for overtime.
5. After a non-bargaining union member has worked 40 hours per week, an employee covered by this agreement shall have priority to be afforded an opportunity to work any overtime shifts.

6. An employee who is called back to work for scheduled school overtime after having completed work on his regular shift shall be guaranteed a minimum of four (4) hours' pay at the overtime rate after having actually worked 40 hours during the week, with the exception of Holidays. An employee who is called back to work for reasons other than scheduled school overtime after having completed work on his regular shift shall be guaranteed a minimum of four (4) hours' pay at the overtime rate. It is understood that these guarantees do not apply to employees who are called in early before the start of their regular shift and who work continuously through such shifts.

ARTICLE IX
VACATION

A. Vacation

1. Vacation will be in accordance with the following schedule:

After 1 year of service	2 weeks
After 5 years of service	3 weeks
After 10 years of service	4 weeks
After 20 years of service	5 weeks

2. Two weeks vacation may be taken in the summer months, and any remaining time shall be taken with the approval of the Superintendent of Schools; which approval shall not be unreasonably withheld. Vacation requests shall be presented to the Director of Facilities by April 1. Said vacation requests should not be so as to inconvenience ~~his~~ other fellow employees and should strive to meet the obligations to the Stoneham School Department.
3. If a holiday occurs during a vacation week, a person will be permitted to take another vacation day.
4. The administration and a custodian may agree that the custodian will forego a vacation period and be paid double pay for that period. For example, a custodian who has four weeks of vacation may agree to take only three weeks and be paid for 53 weeks instead of 52 weeks in a given year. Such agreement must be approved in advance by the Superintendent or the Superintendent's designee.

B. Eligibility

1. Vacation eligibility will be calculated from date of hire.
2. Vacation days will not be cumulated beyond ten (10) days unless prior approval is given by the Superintendent of Schools or designee.

ARTICLE X
SENIORITY

The length of service of the employee shall determine the seniority status of the employee within the employee's respective classification. When a vacancy becomes available within the same classification, seniority and ability shall prevail in the selection and acceptance of an assigned shift. In the event that no one bids on an assignment, the selection shall be made from the last person hired. All other vacancies will be filled by straight seniority and ability of employees applying for said vacancies, except that an employee will not be eligible to bid on an outside custodian vacancy unless they hold a valid, current hoisting license and is able to demonstrate competency in the operation of existing school owned heavy equipment. When two or more employees have been hired on the same date, seniority shall be determined by drawing lots. The understanding is: changes in shift, that is, day, night, outside new and drivers positions will be filled by straight seniority and ability (subject to the requirements that the individual holds a valid, current license if required and be able to demonstrate competency in the operation of

existing school owned heavy equipment); the other positions, Head Custodian and Mechanic will be filled by seniority and ability. Ability shall be understood to include previously documented issues of attendance, prior discipline and job performance.

ARTICLE XI
EVALUATION

Annual Evaluation/Goal Setting Meeting: Each employee will meet with their primary evaluator (Principal) between April and June in order to complete an evaluation of the employee's performance, to assess the employee's achievement of established goals, and to set goals for the upcoming year. A draft of the evaluation will be given to the employee 24 hours before the meeting. The final draft of the evaluation will be prepared after the discussion at the meeting and will be signed by the evaluator and the employee.

The employee is encouraged to comment on the evaluation. Employee comments will be considered part of the evaluation materials.

Superintendent will resolve any disagreements between the evaluators and the employee regarding the content of the evaluation and goals. If an employee receives an unsatisfactory evaluation, the primary evaluator (Principal), the secondary evaluator (Facilities Director), and the employee will develop a plan to improve the employee's performance in the areas of concern. This plan will become part of the evaluation materials and will identify resources which the School Department will dedicate to assist the employee in the remediation process. The primary evaluator (Principal) will convene the group and will write the plan.

ARTICLE XII
UNION ACTIVITIES

Union business is expected to be conducted during the member's non-working hours. In the event that it is not possible to do so, the union member shall be allowed to decide whether to forego their pay for the period of time involved or to "make-up" the time during a period approved by the building principal. Union members shall make all reasonable efforts to schedule union business during their non-working hours.

ARTICLE XIII
LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee comprised of no more than three members of management and three members of the Union is established. It is the responsibility of the committee to meet to resolve work related concerns and problems subject to the approval of the Union and Management, as appropriate.

ARTICLE IXV
BULLETIN BOARDS

Bulletin Boards will be available in each building for appropriate Union use.

ARTICLE XV
PAYROLL DEDUCTIONS

A. Agency Service Fee

1. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the ninety-first (91st) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Massachusetts Laborers' District Council, Local Union 1139, an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted on a monthly basis, shall not exceed 90% of Local Union 1139 dues, and shall be used solely for the purpose of paying the expenses of collective bargaining.
2. Massachusetts Laborers' District Council, Local Union 1139, agrees to indemnify, defend and hold harmless the Stoneham Public Schools for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored as long as there is a dispute before the State Labor Relations Commission or court of competent jurisdiction as to whether the agency fee is "proportionately commensurate" with

the cost of collective bargaining and contract administration.

B. Union Dues

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Stoneham all payroll deductions for payment of dues to the Union duly authorized by employees covered by this Contract.

1. The Committee agrees to deduct from the salaries of its employees dues for the Massachusetts Laborers' District Council, Local 1139, and to transmit the monies promptly to the treasurer of the local Union. Custodians authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name_____

Address_____

I hereby request and authorize the Stoneham School Committee to deduct from my earnings and transmit to the Union an amount sufficient to provide the regular payment of the membership dues as certified by such Union in twenty-six (26) bi-weekly payments from July to June each school year. I hereby waive all right and claim for such monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability thereof.

Date _____ Custodian's Signature _____

2. The Stoneham Schools Custodians Union will certify to the Committee in writing the current rate of its membership dues. If the Union changes the rate of its membership dues, it will give the Committee thirty (30) days' written notice prior to the effective date of such change.
3. Deductions referred to in Section 1, (pg. 8) will be made in equal installments on each pay day.
4. No later than June 15 of each year, the Union will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues. Any Custodian desiring to have the Committee discontinue deductions they had previously authorized must notify the Committee and the Union in writing by June 15 of each year for the school year's dues.
5. The Committee shall be under no obligation to make dues deduction after the termination of this Agreement. Additionally, the Committee may cease making such deductions after receiving from an employee sixty (60) days' notice of revocation of the authorization.

C. Insurance

The Stoneham School Custodians have ratified their health insurance agreement through the Public Employee Committee with the Town of Stoneham to enroll in health insurance through the Massachusetts Group Insurance Commission from July 1, 2021 to June 30, 2024.

ARTICLE XVI
LAYOFF AND RECALL

Bargaining unit employees will be laid off in accordance with M.G.L., Chapter 31. Section 39

In the event of a possibility of a layoff, the School Department and Union shall meet to negotiate the procedure and impact of the layoff at least 60 days prior to the proposed layoff. The parties agree to make every effort to entertain and explore any possible alternatives, other than a layoff, to insure the operational stability of the School Department. Should it become evident that no other option but a layoff is possible or practical then layoffs will be carried out in accordance with the following procedure:

1. Bargaining unit employees will be laid off by job title on the basis of bargaining unit seniority except when the remaining employee(s) lack the necessary certification, licensure or registration to perform functions required under their job title. Permanent Civil Service employees will be covered under M.G.L., Chapter 31.
2. The School Department shall notify laid off employees of any vacancies in bargaining unit positions that arise after ~~her/his~~ their date of layoff. Notice of vacancies shall be in writing and mailed to eligible employees on the recall list by certified mail, postage prepaid, to the last address on file for each employee.
3. Employees so notified shall respond affirmatively if they so choose, in writing, within ten (10) calendar from the mailing of the notice, otherwise they shall be deemed to have waived their right to be recalled in the job classification being offered.

The rights of a laid off employee under this Section shall be further subject to the following conditions:

1. That such employee at the time of such application is qualified for such position.
2. That the employee is available to return to the position within 21 days (or such longer time as the School Department may allow) after notice of acceptance for the position is mailed by the School Department. A laid off employee who has the rights under this Section shall keep the School Department informed of their current mailing address and telephone number. This Section shall apply to an employee for up to 24 months from their date of layoff. Employees reinstated or recalled from a layoff shall be considered as having the same seniority that they would have had if they had not been laid off.
3. In the event that qualifications of the laid off are relatively equal to that of other eligible remaining employees, the laid off employee shall be given the first opportunity to accept the position.
4. At no time, within the time allotments listed in section 2, shall a non- bargaining unit applicant or employee have the opportunity to fill a vacant bargaining unit position before a qualified laid off employee is given an opportunity to accept the position.

Employees upon reinstatement shall have all the unused earned time, vacation time, sick time bank restored upon return. Accrual rates will include all previous years of service.

ARTICLE XVII
DURATION

This agreement shall be effective as of July 1, 2022, and shall remain in effect to and including June 30, 2025.

During fiscal year 2015, should the lack of sufficient town, state or federal revenues prevent at least a level service budget to implement the contract and/or maintain staffing and programs, the parties agree to reopen the contract. A collaborative approach to maintain contract terms for employees and educational programs for students shall be the basis from which discussions shall begin.

IN WITNESS WHEREOF, each of the parties hereunto has caused these presents to be executed by its proper officer, hereunto duly authorized and its seal affixed hereto as of the date and year first above

written.

Stoneham School Committee

Chairperson — Date: 10/28/2022

Custodians Union, Local 1139

By: 10/25/22 — Date: 10/25/22

Massachusetts Laborers' District Council
Local 1139 of the Laborers International
Union of North America, AFL-CIO — Date: 10/25/22

APPENDIX A

EVALUATION FORM

Name: _____ Job Title: _____ Date: _____

School: _____ Period Covered: From _____ To _____

Reason for evaluation: ____ Probation ____ Annual

	1	2	3	4
Attendance: (1= 0-2 occurrences; 2=3-5 occurrences; 3=6+ occurrences; 4=continuing unsatisfactory attendance)				
Punctuality: (1= Tardy 0-2 times; 2= Tarde 3-5 times; 3= Tarde 6+ times; 4=continuing unsatisfactory tardiness)				
Meets school/department cleaning standards				
Completes all scheduled tasks and scheduled work in a timely manner with attention to work quality				
Shows initiative in addressing building/facility needs. Takes independent action as appropriate.				
Is thorough and consistent in meeting work standards and in performing actions as appropriate				
Displays awareness of safety and security factors. Wears protective equipment and clothing as necessary. Provides for the security of equipment, materials, and facility as appropriate.				
Demonstrates knowledge of equipment, materials, and methods				
Demonstrates respectful, courteous, and considerate conduct				
Complies with job-related directions				
Demonstrates ability to perform tasks with little or no supervision				
Demonstrates ability to adapt to new and unusual situations				
Presents professional appearance				
Is knowledgeable of the district and departmental policies and procedures				

To be completed for Head/Lead custodians only:

	1	2	3	4
Effectively plans, schedules, and directs work to others				
Demonstrates good supervisory and team leadership skills				
Trains Junior and other custodians as appropriate				
Addresses and attempts to resolve disputes at team level				

OVERALL EVALUATION RATING

	Exceeds all department expectations
	Exceeds one or more department expectations
	Meets department expectations
	Dos not meet department expectations

Interpretation of Rating Scale:

*One to two markings in the "needs improvement" category will be cause for an overall "meets expectation"

* Three or more markings in the "needs improvement" category indicates performance is unacceptable and will be cause for a progressive growth plan.

Evaluator Comments:

Employee Comments:

Signature of Evaluator: _____ Date:_____

Signature of Employee: _____ Date : _____