

**AGREEMENT**  
**BETWEEN**  
**THE EASTON SCHOOL COMMITTEE**  
**AND THE**  
**SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION**  
**CUSTODIAL UNIT**  
**JULY 1, 2015 THROUGH JUNE, 30 2018**



**AGREEMENT BETWEEN  
THE EASTON SCHOOL COMMITTEE AND THE  
SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION  
(CUSTODIANS UNIT)  
JULY 1, 2015 THROUGH JUNE 30, 2018**

This agreement entered into by the Easton School Committee hereinafter referred to as the Employer, and the Southeastern Public Employees Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.



## Table of Contents

Appendix A: Dues Form	22
Appendix B: Grievance Form	23
Appendix C: Supervising Custodian Job Description	24
Attachments: Salary Matrix A, B	25, 26, 27
Collective Bargaining Agency Service Fee	14
Compensation	17, 18, 19
CORI Policy/Procedures	19, 20, 21
Discrimination and Coercion	14
Employees' Uniforms	15
Funeral of Employees	15
GIC Memorandum of Agreement	Attachment
Grievance and Arbitration Procedure	2, 3, 4
Health Insurance	16
Holidays	9, 10
Leaves	10, 11, 12, 13
Longevity	16
MOA December 24, 2015	Attachment
Paid Vacations	12, 13
Payroll Deductions	1, 2
Probationary Period	17
Recognition	1

## Table of Contents

Scope	1
Seniority	4, 5
Signature Page	28
Terms of Agreement	21
Union Representation	8, 9
Vacancies, Reassignments and Transfers	13, 14
Workday	5, 6, 7, 8

## ARTICLE 1

### RECOGNITION

The Committee recognizes the Union as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment for employees of the Easton Public Schools in the custodial unit, which shall include all part-time and full-time employees in the positions of custodian, night custodian, supervising night custodian, operations custodian, general maintenance, maintenance mechanic (craft/trade and license), area maintenance person, SPED driver/courier/custodian, supply keeper, and excluding all others.

## ARTICLE 2

### SCOPE

This Contract is a complete agreement between the parties covering all subjects of bargaining for the terms hereof. The parties agree that the relations between them shall be governed by the terms of this Contract only. No prior agreements, understandings, or practices shall be controlling or construed in any way to add to, subtract from, or otherwise modify the provisions of this agreement.

The failure by the Committee or any of its agents or by the Union in one or more instances to observe or enforce any specific provision of this Agreement shall not be construed to be a waiver or modification of said provisions.

## ARTICLE 3

### PAYROLL DEDUCTIONS

#### A. Dues

The Committee agrees that, in accordance with the provisions of Chapter 180, Section 17A, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization form as set forth in the attached Appendix A. The amount so deducted will be remitted in accordance with such authorization, provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the Committee may cease making such deduction after receiving from the employee a sixty (60) day notice of a revocation of the authorization from the employees.

The Committee will incur no liability for loss of dues monies after depositing same properly addressed as directed to the Union in the United States Mail.

The Union shall indemnify and save the Committee and/or the Town of Easton harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

#### ARTICLE 4

#### GRIEVANCE AND ARBITRATION PROCEDURE

##### Grievance

A. For the purposes of this contract, a "grievance" shall be defined as a written complaint from an individual or group that there has been a violation or misinterpretation of a specific provision or provisions of the Agreement. Any matter which is not covered by the provisions of this Agreement shall not be subject to a grievance. Grievances shall be submitted on the form that is attached hereto as Appendix B.

B. Negotiation or Grievance meetings normally will be commenced after the normal dismissal time. If negotiation meetings are scheduled between the Committee and the Union during a school day, the representatives of the Union will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings. Under extreme and emergency conditions when it is necessary for representatives of the Union to schedule meetings during the school day in order to prepare negotiations, not more than five (5) such representatives at one time, upon notice to the Committee, will be released as necessary in order to permit participation in such meetings; provided, however, that salary will not be reduced by the cost to the Committee of employing necessary substitutes. When it is necessary pursuant to the "Grievance Procedure" for a member of the Union to investigate or attend a grievance meeting or hearing during a school day, he/she will, upon notice to the respective principal and to the Superintendent of Schools by the President of the Union or the designee, be released without loss of pay in order to permit participation in the foregoing activities. Any Union member whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Union agrees that these rights will not be abused.

C. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate members of the administration and have the problem adjusted provided, however, that the adjustment is not in conflict with the provisions of the Agreement. A maximum of two union representatives in addition to the complainants may be present at the adjustment of the complaint.

No reprisals of any kind shall be taken by any party of this contract against any party in interest, any witness, or any other participant in the grievance procedure for reason of such participation.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. A grievance not initiated within the time specified below shall be deemed waived. Failure to appeal a written decision on a grievance within the time limits specified below, unless an extension of time is mutually agreed upon, will mean the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

The Union shall be provided with a copy of any grievance filed by an individual employee or group of employees with representation by the Union. Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate members of the administration and have the problem adjusted provided, however, the Union shall be provided with notice of any such adjustment and provided further that the adjustment is not in conflict with the provisions of the Agreement. A maximum of two union representatives in addition to the complainants may be present at the adjustment of the complaint.

Level 1: The aggrieved employee or employees with representation from the Union shall file the grievance in writing with either the appropriate Principal or immediate administrative supervisor within ten (10) working days of the day of the event upon which grievance is based or from the date when the individual or group had knowledge or should have had knowledge of the event.

Level 2: In the event that the grievance has not been disposed of to the satisfaction of the aggrieved or in the event no decision has been reached within five (5) working days after filing at the Level One, the grievance shall be referred in writing to the Superintendent of Schools or his designee, within five (5) working days after the day of time disposition under Level one.

Level 3: In the event that the grievance has not be disposed to the satisfaction of the aggrieved or in the event no decision has been reached within five (5) working days after filing at the Level Two, the grievance shall be referred in writing to the School Committee. At its next regular School Committee meeting or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Union in an effort to settle the grievance.

Level 4: In the event that the grievance has not been disposed of to the mutual satisfaction of the Union and the Committee or in the event no decision has been reached within fifteen (15) days after the Level Three meeting, either the Union or the Committee may elect to submit the grievance to arbitration by submitting written notice to the other party.

D. As used in this Article, a "working day" is construed as a day when more than 50 percent of the custodians are scheduled to work.

## Arbitration

In the event either the Committee or the Union elects to submit a grievance to arbitration, the arbitrator shall be selected according to the following:

1. The arbitrator is to be mutually selected by the Committee and the Union. If the Committee and the Union cannot agree within seven (7) working days after receipt of the written intent to seek arbitration, either party may request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected according to provisions of the Voluntary Arbitration Rules.
2. The fees of the American Arbitration Association and of the arbitrator and expenses of any required hearings shall be shared equally by the Committee and the Union, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.
3. The arbitrator's decision shall be in writing and shall set forth its findings of fact with reasoning and conclusions. He shall arrive at his decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this agreement, and in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth in the Agreement. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Union and shall be final and binding upon the Committee, the Union, and the individual or group who initiated the grievance.
4. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject of arbitration unless it involves the interpretation or application of one or more specific provisions of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

## ARTICLE 5

### SENIORITY

- A. For the purpose of this Article, seniority shall be considered as the length of an employee's continuous service. Continuous service means the most recent period of unbroken service in the Easton Public Schools Custodial bargaining unit.
- B. An employee shall lose his/her seniority for the following reasons:
  1. He/she quits School Department employment.
  2. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

3. He/she is absent for five consecutive working days without notifying the employer. Exceptions may be made then only with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and that his/her employment has been terminated. If the disposition made of a complaint or a grievance arising out of termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.

4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions shall be made only with consent of the Employer.

5. Failure or inability to return from sick leave and leave of absence will be treated the same as No. 3 above.

6. He/she retires.

C. An employee shall not be disciplined or discharged except for just cause.

D. In the event it becomes necessary to lay off employees, the principle of seniority shall control. The least senior employee in the job classification affected by the layoff shall be the first laid off. Such employees due to be laid off shall have the right to bump other employees having less seniority.

## ARTICLE 6

### WORKDAY

#### A. Hours of Work

The work week shall consist of five (5) consecutive days, Monday through Friday inclusive, except that in addition employees are responsible for weekend building security checks on a regularly scheduled basis.

The normal full-time work day shall consist of eight (8) hours within a twenty-four (24) hour period. The normal part-time work day shall consist of at least four (4) hours but less than eight (8) hours within a twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times except for emergency situations when schedules may be altered to accommodate the emergency.

The designation of the hours for the eight hour shift during the summer, when school is not in session, will be made by the building principal and will be either 6:00 a.m. to 2:00 p.m., 6:30 a.m. to 2:30 p.m., or 7:00 a.m. to 3:00 p.m. shifts. If mutually agreed upon by the principal and all custodians in a building, alternative shift hours to the three listed above can be utilized.

B. Meal and Break Periods

All employees shall be granted a paid meal period of thirty (30) minutes during the regular work shift. Whenever possible, the meal period at the elementary level shall be scheduled at the middle of the shift. However, the meal period at the secondary level shall be scheduled for individual employees at designated times in each of the two secondary schools by the respective building principal or his/her designee.

Employees are expected to take this thirty-minute meal period, and cannot reduce their eight-hour shift by eliminating the thirty-minute meal period nor can they be paid for any overtime during the time of their scheduled eight-hour shift.

All full-time employees shall be granted a ten (10) minute paid break during each eight hour shift, to be scheduled at a designated time in each of the schools by the respective building principal.

C. Overtime

When personnel are required to work overtime which is not an extension of their regular shift, a minimum of two (2) hours will be guaranteed. An extension of a regular shift will be paid on the basis of actual time worked.

If an individual is required to report for an emergency, he/she will be guaranteed two (2) hours pay for any time of two hours or less. If the time exceeds two (2) hours, the individual will be paid for actual time worked. If the emergency call is determined to be as a result of negligence on the part of the employee, no compensation will be paid.

It is recognized that the assignment of overtime work is the function of the Employer in keeping with its responsibilities to the citizens of the community. A single, unit-wide computerized overtime standing list governed by overtime hours worked will be produced by the Payroll Department and distributed to each school on a monthly basis. The employee having the least amount of overtime according to the most current listing shall have first choice of any overtime offered.

Three times a year, September, January, and May the School Department will give Custodial bargaining unit employees the option to not be called for overtime outside of their own building excepting snow removal and graduation. This does not remove them from the standing overtime list. It is meant to streamline the calling process when using the list.

Except in emergency situations, the overtime standing list will be used to assign overtime first to custodial unit employees of the building where the overtime arises, and then to the other custodial unit employees. When projects in a building require more than one day for completion, the overtime list will be utilized for the initial assignment of custodial unit employees to the project. Employees so assigned will be permitted to complete the project without the need for the employer to go back to the overtime list for the subsequent day(s) of overtime needed to complete the project.

When assigning either the yearly Special Education routes, or any other short-term routes that arise during the year, the overtime standing list shall not apply. A committee consisting of a mutually agreed upon person from administration, a person from the Special Ed Department, a Special Ed van driver and a Union Representative will meet and discuss assessment and allocation of driving routes annually.

If volunteers for overtime work are not available, the Employer reserves the right to assign employees to such work. Hours worked for the purpose of computing overtime shall include all hours during which the employee is in the pay status.

Work performed on a holiday will be compensated at a rate of one and one-half times the regular rate in addition to the regular holiday pay. Custodians will receive one and one-half times their regular rate of pay for all building security checks performed on Sundays.

Custodians who work twenty (20) hours may be paid overtime on days which are not part of their regular work week; i.e. Saturday, Sunday and holidays. On other days, extended shifts (up to 40 hours) are paid at their regular rate.

#### ON CALL

When an employee is requested to be on call, and or requested to take the cell phone home for a specific purpose, (possible opening for evacuation center or any other emergency that may be determined by the Superintendent or his/her designee), the employee will be paid an additional 2 hours at the current overtime rate even though they may not have had to respond.

**No employee** shall work overtime unless approval is given by the Director of Operations, the Assistant Superintendent of Schools, or the Superintendent of Schools.

#### SNOW/ICE REMOVAL

When snow/ice removal is required, the supervising custodian, as detailed in Appendix C titled Supervising Custodian, will be responsible to coordinate times and assist all personnel, not on leave, with snow/ice removal or any other task necessary, (inside or outside of the building), to ensure a safe and timely process for school opening or daily operations.

In buildings not having a supervising custodian, personnel, not on leave, will report at a mutually agreed upon time to assist with snow/ice removal or any other task necessary, (inside or outside of the building), to ensure a safe and timely process for school opening or daily operations.

#### GRADUATION

A minimum staffing of 6 (six) custodial/maintenance personnel, at least 2 (two) of those persons, as determined by the Supervising Custodian by use of the standing overtime list, shall be from

the High School, will work the day of graduation to provide access to the High School and assist with the setup and break down of equipment, chairs and any other graduation related items.

The Supervising Custodian shall use the standing overtime list to obtain the remaining personnel necessary to fulfill the minimum staffing requirement.

10 (ten) working days prior to graduation, the Supervising Custodian will provide the Superintendent or his/her designee, a list of the six persons working.

### BUILDING SECURITY CHECKS OVERTIME

Weekend building security checks will be performed on Sunday between the hours of 5:00 a.m. to 12:00 noon, and custodians will receive time and one-half.

The following time schedule relating to the time involved in the building checks has been agreed upon by both parties.

Oliver Ames	3 hours
Easton Middle	3 hours
H. H. Richardson	1 hour
F. L. Olmsted	1 hour
Parkview	1 hour
Center School	1 hour
Moreau Hall	1 hour

### ARTICLE 7

#### UNION REPRESENTATION

A. A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change. Bargaining unit members may use school buildings for meetings of its members, without cost, with prior approval of the building principal, providing there is no cost to the Committee. Bargaining unit members will have access to the lounge and restrooms within each building.

B. Any formal complaint relative to an employee covered by this Agreement will be made in writing and a copy will be given to the employee involved.

C. Bargaining unit members will have the right, upon written request, to review the contents of their personnel file, excluding confidential recommendations rendered upon initial

employment. An employee will be entitled to have a representative of the Union accompany him/her during such a review.

## ARTICLE 8

### HOLIDAYS

The following shall be considered to be paid holidays:

New Year's Day	1/2 day before Thanksgiving
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Patriot's Day	Full day before Christmas provided schools are not in session.
Memorial Day	However, when XMAS is on a Friday, the day before remains a half-day not a full day holiday
Independence Day	Christmas Day
Columbus Day	
Labor Day	
Veterans Day (November 11 <sup>th</sup> )	

The following days will perform as a replacement for the religious holidays – Good Friday, Rosh Hashanah, and Yom Kippur, having been deleted from the school calendar by the School Committee.

For the years 2015-2016:

- Friday, September 4, 2015
- Thursday, December 24, 2015 Half Day
- One floating holiday during the holiday break (12/14/15 – January 1, 2016)
- One floating half-day during the April/Spring Break

For the years 2016-2017:

- One floating holiday during the summer of 2016 break
- One floating holiday during the holiday break (12/26/16 – 12/30/16)
- One floating holiday during the February break

For the years 2017-2018:

- Monday, July 3, 2017
- One floating holiday during the holiday break week of 12/25/17 -12/29/17

Holiday pay is included in the salary schedule.

If a holiday occurs within an employee's vacation period, an additional day of paid vacation will be granted.

Except for regularly scheduled duties heretofore mentioned, work performed on a holiday will be compensated at a rate of one and one-half (1 1/2) times the regular rate in addition to the regular holiday pay. In order to receive holiday pay, the employee must work on the regularly scheduled work days before and after the holiday.

A Custodial Bargaining Unit employee will receive holiday pay if he/she is absent the day before or after a holiday if the person is hospitalized, attending the funeral as indicated in Article 9 titled "Leaves", section C, "Funeral Leave", on vacation, or out on a work related injury. A Custodial Bargaining Unit employee will receive holiday pay if he/she is absent the day before or after a holiday for any other special circumstance not noted above when approved by the Superintendent of Schools or his/her designee.

## ARTICLE 9

### LEAVES

#### A. Sick Leave

1. Each permanent employee shall be credited with sick leave with pay at the rate of one and one-quarter (1-1/4) days for each month of active service. (New employees during the first six (6) months of employment receive no paid sick leave benefits.) Sick leave shall be accumulated without limit. Any accumulation which present employees have at the effective date of this Agreement shall be retained.

2. Employees absent because of a work-related injury shall be entitled to convert any portion of unused vacation credit to sick leave provided that said conversion does not result in more sick leave than an employee could accumulate during the same calendar year.

3. Whenever an employee is absent from work as a result of personal injury (caused by an accident or assault) arising out of and in the course of the employee's employment, the employee after the first ten workdays will be paid by the school department a salary that will, when combined with Worker's Compensation, be equal to the regular take home pay. The employee will not benefit and make more money, nor take home less pay, while collecting Worker's Compensation. The employee shall use sick leave time for the first ten (10) days.

#### B. Critical Illness Leave

Employees shall be allowed up to five (5) days per year out of accumulated sick leave to care for a member of the immediate family who has a critical illness. The immediate family shall be defined as the employee's spouse, parents, children, mother-in-law, or father-in-law. Any other unique situations or a request for more than five days would have to be approved in advance by the Superintendent or his/her designee, and the response would not be subject to the grievance process.

C. Funeral Leave

In the event of death in the immediate family, an employee will be granted up to five (5) days paid leave.

Leave is limited to death of:

Spouse	Daughter-in-law	Sister	Aunt
Child	Son-in-law	Brother	Uncle
Mother	Mother-in-law	Grandparents	Niece
Father	Father-in-law	Grandchild	Nephew

Up to two (2) days of paid leave may be granted in the event of the death of a brother-in-law or sister-in-law or for the death of a less than immediate family member of the employee or his/her spouse. The superintendent of schools may grant additional days in extenuating circumstances.

Other requests for funeral leave will be charged to available personal business leave. All requests must be submitted as soon as possible on Leave Request cards.

D. Personal Leave

Employees shall be granted up to three (3) paid leave days for religious, personal, legal business, household, or family matters which require the employee's personal attendance during the regular working hours.

Such leave shall be requested on a Leave Request card at least forty-eight (48) hours before taking such leave (except in cases of emergency). Such leave, except for religious reasons, will not be granted on a regularly scheduled workday before or following a holiday or vacation period unless approved in advance by the Superintendent of Schools.

E. Jury Pay

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

F. Leaves

If an employee has a serious/prolonged illness or disability, his/her position shall be retained for a minimum of one year or until all sick time and unused vacation time has been exhausted, whichever amount of the two is greater. If the one year period of time is applicable, the beginning of that one year would be the initial date of departure for the illness or disability in question. If the employee's service record indicates lack of sick leave abuse, he/she may request additional time from the Superintendent of Schools and the Easton School Committee.

ARTICLE 10

PAID VACATIONS

Vacations shall be calculated on July 1st and will be taken between July 1st and June 30th.

The following vacation schedule will be in effect:

After 1 year in the bargaining unit	10 days
After 5 years in the bargaining unit	15 days
After 10 years in the bargaining unit	20 days
After 15 years in the bargaining unit	25 days
After 20 years in the bargaining unit	25 days

During an employee's first year of employment, the vacation time will be prorated based on June 30th and will be awarded on July 1st. Any employee not completing a full year as of June 30th will receive a prorated amount of vacation time to be taken between July 1st and the following June 30th.

Bargaining unit members employed for 1 year or more will be awarded vacation time as outlined in the vacation schedule.

Ten (10) days of vacation may be taken when school is in session with seven (7) days prior notice. Subject to the prior approval of the Superintendent or his/her designee, three (3) additional days of vacation may be taken when school is in session with seven (7) Days written notice of said request for approval. All other vacation days must be taken during the periods when schools are not in session, except that no vacation days shall be taken during the five (5) working days following the close of schools for students and the ten (10) working days preceding the opening of schools for students unless authorized in advance by the Superintendent of Schools.

The seven (7) day requirement may be waived by the Superintendent or his/her designee.

During the summer recess, at least one-half of the custodians assigned to a building must be on duty at all times while the remainder may be on vacation. However, during the last week in July and the first week in August any number of custodians may be on vacation. Other than the last week of July and the first week of August, no custodian shall take more than two weeks of vacation in succession during the summer without the prior approval of the Superintendent or his/her designee.

All vacation days must be used between the period of July 1 and June 30<sup>th</sup>. Vacation days not used during that period will be forfeited, unless authorized in advance by the Superintendent of Schools. However, if any eligible vacation time is unused between July 1st and June 30<sup>th</sup> as a result of an action by the Administration, this vacation time may be used beyond June 30<sup>th</sup>.

During vacation weeks in December, February and April, on regularly scheduled work days, at least one custodian will be assigned to each building from 6 a.m. to 2 p.m. Vacation and

personal days will be approved by seniority. Exceptions may be approved by the Superintendent or his/her designee.

At Moreau Hall, having one eight hour person and one four hour person, on regularly scheduled work days during vacation weeks in December, February and April, either the eight hour person or the four hour person will be assigned to work a regularly scheduled shift between the hours of 6 a.m. to 2 p.m. Vacation and personal days will be approved by seniority. Exceptions may be approved by the Superintendent or his/her designee.

## ARTICLE 11

### VACANCIES, REASSIGNMENTS AND TRANSFERS

A. When a vacancy occurs or when a new position is created within the bargaining unit, the School Committee shall post a notice thereof on the Custodial Bulletin Board in each school for a period of five (5) working days. Said notice shall set forth the position title and the closing date for applications. Interested parties within the bargaining unit shall submit their written intent to the Superintendent's Office on or before the closing date as posted. Any vacancies will be filed within a mutually reasonably agreed upon time.

The most senior, qualified, current bargaining unit employee will be given first consideration for the available position. The applicant's qualifications, past experience and ability to fulfill the needs of the position shall be taken into consideration.

In the event the bargaining unit member was not selected, that person will be notified in writing the reason for the decision to consider outside applicants.

If an employee is permanently appointed to a position for which he/she submitted a letter of intent, he/she may be excluded from consideration for any new openings from six months of the date of initial appointment to said position.

When the successful candidate for a vacancy or a new position is from the bargaining unit, he/she shall be on job probation for a period not to exceed ninety (90) days of work, and may be removed there from any time he/she demonstrates that he/she will be unable to satisfactorily perform the requirements of said job. If so removed, the employee shall be returned to a position comparable to the last job he/she permanently occupied.

B. The Easton School Committee may demote a regular employee from one job class to another job class with less responsible duties and a lower rate of compensation for disciplinary purposes, or when in the opinion of the Superintendent or his representative the employee does not render satisfactory service in the position he holds.

C. When it is considered within the best interest of the Easton school system, employees may be granted voluntary transfers to fill vacancies within the school system.

When it is deemed in the best interest of the Easton school system, individuals may be involuntarily transferred within the school system.

## ARTICLE 12

### DISCRIMINATION AND COERCION

- A. There shall be no discrimination by the Superintendent or other agents of the Committee against any employee because of his activity or membership in the Union.
- B. Employees will not be disciplined or discriminated against with respect to employment as a result of political or religious affiliations.

## ARTICLE 13

### COLLECTIVE BARGAINING AGENCY SERVICE FEE

Under the provisions of Chapter 150E and Chapter 180, section 17G of the General law, as amended by Chapter 463 of the Acts of 1970, and as accepted by the Selectman of the Town of Easton on March 1, 1971, it is agreed that:

- A. As a condition of his/her continued employment while this Agreement shall continue in effect, every employee covered by this Agreement and if and when not a member of the Union by failure to pay the established dues of the Union shall pay, or by payroll deduction shall have paid to the Union an Agency Service Fee equal to costs for the negotiation and administration of the Agreement up to 100% of the dues of the Southeastern Public Employees Association.
- B. Payment of the Agency Service Fee shall be in accordance with the schedule established for payment of Union dues required for Union membership; provided, however, that in no case shall such payments be required before the thirtieth (30th) day next following the date of which the employee is appointed to permanent status.
- C. The amount of the Agency Fee shall be proportionately commensurate with the cost of collective bargaining and contract administration.
- D. This article shall become effective on the date of its acceptance by a majority vote of all employees covered by the Agreement and present and voting.

## ARTICLE 14

### FUNERAL OF EMPLOYEES

Up to three members of the custodial unit of the Southeastern Public Employees Association may act as official representatives of the Union at wakes or funerals of custodial unit members.

Adequate time will be given before and after the wake or funeral for the employee to leave and return to work.

## ARTICLE 15

### EMPLOYEE'S UNIFORMS

Upon completion of their six (6) months probationary period, all employees are to receive a clothing allowance of \$600.00 minus applicable taxes upon submission for reimbursement of the receipts for items purchased.

This clothing allowance shall be used to purchase only clothing authorized as listed below, except in instances where an employee obtains written permission in advance from the Superintendent or his designee to purchase clothing not herein specified.

Articles of clothing that may be purchased are as follows:

- A. work shoes/boots, socks
- B. trousers - solid color or non-designer type dungarees
- C. shirts - solid color, long-sleeved or short-sleeved, without any lettering, designs, or patterns other than those approved by the Superintendent or his/her designee.
- D. jackets - solid color, seasonal, waist-length or three-quarter-length
- E. thermal underwear
- F. foul weather gear
- G. coveralls
- H. undergarments, belts, suspenders, or any supporting devices
- I. safety gear such as safety goggles/glasses, ear plugs/protection/ back braces or supports/belts, safety vests/jackets.

The uniform will be navy blue. All clothing must be neat, clean, without patches or excessive signs of wear.

Employees cannot wear anything but their authorized uniforms. Those employees who violate the provision of this Article may be sent home by the building principal without pay.

ARTICLE 16

HEALTH INSURANCE

Members of the custodial unit will receive the same health insurance options as all Town of Easton employees in accordance with the Massachusetts General Laws. If the Town Meeting adopts an increase in the Town's share to address the medical plan and a dental plan, the School Committee will provide the same. It is understood that health insurance issues are determined on a town-wide basis. Any issues concerning compliance with the above, negotiations or other health insurance issues shall be directed to the town and not to the School Committee.

Effective July 1, 2015, health insurance programs will be available to unit members through the GIC, and will replace current plans. The current GIC health insurance will be available to unit members in accordance with the PEC agreement. The employer/employee splits will be as follows:

- HMO – Employer 75% - Employee 25%
- PPO – Employer 75% - Employee 25%
- POS – Employer 75% - Employee 25%
- State Indemnity – Employer 50% - Employee 50%

Signed Memorandum of Agreement with the Town of Easton for the GIC plan is attached.

ARTICLE 17

LONGEVITY

Any person currently employed by the Easton School Department Custodial Bargaining Unit, including the person filling the Center School position vacated in November 2014, will receive longevity as set forth in Schedule A. The following longevity mounts will be in effect under Schedule A. Any non-school person hired after July 1, 2015 will receive longevity as set forth in Schedule B.

5 years	\$800		
10 years	\$1050	25 years	\$1700
15 years	\$1250	30 years	\$1925
20 years	\$1475	35 years	\$2100

Longevity payments will be paid in a lump sum in the first pay date in November.

Employees retiring within 60 days of this date will receive a lump sum longevity payment on the final day of their employment. Any employee who resigns within 30 days of this date, and is in "good standing", shall receive a lump sum longevity payment on the final day of their employment.

ARTICLE 18

PROBATIONARY PERIOD

The first six (6) months of employment shall be considered a probationary period during which the employee serves at the discretion of the School Committee.

ARTICLE 19

COMPENSATION

- 1: For the three (3) years covered by this agreement, members of this bargaining unit will receive:
- A. Effective July 1, 2015, all employees covered by this Contractual Agreement except Custodians as assigned to a building having an Area Maintenance Person or Operations/Custodial will receive any previously agreed upon stipends and differential's plus a 1% increase in addition to the agreed upon hourly rate of pay as set forth in Schedule A.
  - B. Effective July 1, 2015 Custodians as assigned to a building having an Area Maintenance Person or Operations/Custodial Maintenance Person, but not including evening/night shift persons, covered by this Contractual agreement will receive any previously agreed upon stipends and differential's plus a 1.5% increase in addition to the agreed upon hourly rate of pay as set forth in Schedule A.
  - C. Effective July 1, 2015 Custodians including Custodian/Van Drivers but not including evening/night shift persons will receive any previously agreed upon stipends and differential's plus a 1.5% increase in addition to the agreed upon hourly rate of pay as set forth in Schedule A.
  - D. Effective July 1, 2016, all employees covered by this Contractual Agreement will receive any previously agreed upon stipends and differentials plus a 2% increase in addition to the agreed upon hourly rate of pay set forth in Schedule A.
  - E. Effective July 1, 2017, all employees covered by this Contractual Agreement will receive any previously agreed upon stipends and differentials plus a 3% increase in addition to the agreed upon hourly rate of pay as set forth in Schedule A.

Members of the bargaining unit hired on or before the execution date of this Agreement in both their current position or another bargaining unit position and the person hired to fill the Center School position vacated in November of 2014, regardless of his/her date of hire, shall receive compensation and longevity as set forth in Schedule A.

- A. In addition to the agreed upon hourly rates and annual percentage increases the following amounts will be included for the agreed upon years of 2015-2016, 2016-2017, 2017-2018, as set forth in Schedule A.
- B. Area Maintenance Personnel will receive \$.25 per hour plus an annual stipend of \$1500 paid hourly.
- C. Operations Custodian/Custodial Maintenance personnel will receive \$.25 per hour plus an annual stipend of \$1250 paid hourly.
- D. Personnel, including the Custodial Supervisor, working the evening/night shift will receive a differential of plus \$.25/hr.
- E. The Supervising Custodial personnel rate per person will increase from \$19 per employee supervised per week to \$20 per person supervised per week.

2: Except as provided in section 1, an employee hired on or after the execution date of this Agreement shall receive compensation and longevity as set forth in schedule B.

New employees covered by this Contractual Agreement under compensation schedule B will start at a step as mutually agreed upon by the Superintendent of School and /or his/her designee and will advance to each progressive step on the anniversary date of their employment.

A: Effective July 1, 2015 all employees covered by this Contractual Agreement, except Custodians as assigned to a building having an Area Maintenance Person or an Operations/Custodial maintenance person will receive a 1% increase in addition to the agreed upon hourly rate of pay as set forth in schedule B.

B: Effective July 1, 2015 Custodians as assigned to a building having an Area Maintenance Person or an Operations/Custodial maintenance person and Custodian/Van Drivers, but not including evening/night shift persons, covered by this Contractual Agreement will receive a 1.5% increase in addition to the agreed upon hourly rate of pay as set forth in schedule B.

C: Effective July 1, 2016 all employees covered by this Contractual Agreement will receive a 2% increase in addition to the agreed upon hourly rate of pay as set forth in schedule B.

D: Effective July 1, 2017 all employees covered by this Contractual Agreement, will receive a 3% increase in addition to the agreed upon hourly rate of pay as set forth in schedule B

E: In addition to the agreed upon hourly rates and annual percentage increases the following amounts will be included for the agreed upon years of 2015/2016, 2016/2017, 2017/2018, as set forth in schedule B.

F: Area Maintenance Personnel will receive an annual stipend of \$1500.00 paid hourly.

G: Operations Custodian/Custodial Maintenance personnel will receive an annual stipend of \$1250.00 paid hourly.

H: Personnel, including the Custodial Supervisor, working the evening/night shift will receive a differential of plus \$.25/hr.

I: The Supervising Custodial Personnel rate per person will increase from \$19.00 per employee supervised per week to \$20.00 per person supervised per week

Effective September 1, 2012, all Custodial Bargaining Unit members agree to have their payroll and longevity checks directly deposited to a banking institution of their choosing.

## ARTICLE 20

### CORI POLICY/PROCEDURES FOR EMPLOYEES

- 1. BACKGROUND:** Chapter 385 of the Acts of 2002, an Act Further Protecting Children, requires school systems to obtain criminal offender records information (“CORI”) on all current employees, applicants for employment, volunteers, individuals who provide transportation services to students on a regular basis, and independent contractors and laborers hired to perform work on school grounds.
- 2. SCHOOL SYSTEM APPROVAL PROCESS:** Even though a school system has been authorized to receive CORI data on new employees, it must resubmit a certification application with the Criminal History Systems Board (“the Board”).

Upon re-approval by the Board, the school system will be assigned a CORI code which allows the Board to track CORI requests and deliver information efficiently and accurately.

- 3. AUTHORIZED DISTRICT EMPLOYEES:** The school system must identify the individuals who will be authorized to receive CORI data, and include this information as part of the application process. As part of an Agreement of Nondisclosure, each person who is identified by the school system to receive CORI data must sign and submit an agreement that CORI information will not be released to any individual other than the Superintendent of Schools, and the individual for whom the CORI data was sought.
- 4. CENTRALIZED STORAGE LOCATION:** Copies of the CORI request forms, and all CORI data that is received from the Board will be stored in a locked file cabinet in the office of the Director of Operations. Copies will not be included in Personnel Files, nor will anyone other than the Director of Operations and the individual himself/herself have access to the information.
- 5. CONDITION OF EMPLOYMENT:** It is a condition of continued employment that an employee, upon request, signs the CORI form that allows the school district to receive the CORI data from the Criminal History Systems Board pursuant to Massachusetts law (Chapter 385 of the Acts of 2002).
- 6. FREQUENCY OF CORI SUBMISSIONS:** CORI checks for individual employees will be conducted not more than every three years (3) without good cause during an individual's term of employment. Upon the receipt of the new CORI data, the previous CORI data will be destroyed.
- 7. USE OF CORI INFORMATION:** Each CORI case is different, and determinations will therefore be made on a case-by-case basis. Among the factors to be considered will include, but not be limited to when the conduct occurred, the type or nature of the conduct, the relationship of the conduct to the employee's present position, the penalty imposed, whether the charge resulted in a conviction, whether the individual has been arrested subsequently, and post-conviction conduct.
- 8. COPY OF REPORT TO EMPLOYEE:** A copy of the CORI report shall be available to the employee within forty-eight (48) hours upon written request.
- 9. COMMUNICATION WITH EMPLOYEE:** Once the CORI data has been received by the school system, it will be filed in the office of the Administrative Assistant. A determination will also be made whether or not the information delineated necessitates a meeting between the employee and the Superintendent. If such a meeting is indicated, the employee has the right to be represented by counsel and/or union representation.

**10. DUE PROCESS:** Any and all personnel actions resulting from a CORI report shall be conducted pursuant to the provisions of the respective collective bargaining agreement and the General Laws of the Commonwealth.

**11. FINGERPRINT CHECK:** In order to implement Chapter 459 of the Acts of 2012, an Act Relative to background checks, employees shall submit to a fingerprint check within two (2) weeks of notification and/or before June 30, 2016.

**11A. COPY OF REPORT TO EMPLOYEE:** A copy of the fingerprint report shall be made available to the employee.

**12. CHANGES IN CORI/FINGERPRINTING LAWS:** In the event of any changes to material State and federal mandates relative to CORI or fingerprint-based checks, the Committee and the Union agree to meet to negotiate over the impact of such changes on any matter covered by this Article.

## ARTICLE 21

### TERMS OF AGREEMENT

1. The provisions of this Agreement shall be effective from July 1, 2015 and will remain in full force and effect until June 30, 2018 at twelve midnight provided, however, in the event the parties are unable to reach agreement on the terms of a new agreement as of June 30, 2018, this agreement shall continue in full force and effect until such new agreement is negotiated.
2. The Union and the Committee will endeavor to negotiate the terms of a successor Agreement prior to June 30, 2018.
3. In any matter not covered in this Agreement which is proper subject for collective bargaining, the union may raise issue with the Committee for consultation and possible negotiation.
4. During the terms of this Agreement, amendments may be added by mutual agreement of the parties. Any such amendment agreed upon by the Committee and the Union will become an addendum to this agreement.
5. If any provision of this Agreement or application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force.

Appendix A

SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION  
DUES/AGENCY FEE CHECK-OFF AUTHORIZATION

I, \_\_\_\_\_, hereby authorize my Employer, the  
SCHOOL COMMITTEE OF EASTON, to deduct from my regular wages all dues in the  
amount determined by SPEA to be my obligation for Union dues, fees, and assessments,  
or, as applicable, agency fees and to transmit such deducted dues or fees to SPEA at  
regular intervals.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Please print or type name below

Appendix B

SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION

Written Grievance Form

Grievant Name: \_\_\_\_\_

Position: \_\_\_\_\_

NATURE OF GRIEVANCE: (List Article and Section of Contract where applicable)

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REMEDY REQUESTED:

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

## Appendix C

### Job Description

Title: Supervising Custodian

The Supervising Custodian shall be responsible for the clean and orderly condition of the building and its adjacent area including snow removal so as to insure the safety of all persons within the area and to avoid the disruption of educational and other programs.

The Supervising Custodian shall be responsible for the supervision and performance of general building and equipment inspections and the accomplishment of minor or routine repairs. In the event repairs cannot be performed by custodial personnel, the Supervising Custodian shall notify the building's Area Maintenance Man and follow up on any work orders.

The Supervising Custodian shall be responsible for requisitioning all cleaning supplies and equipment and maintain, as well as insure, the security of such within all storage areas. Assigns duties to including overtime per the contract and participates with other custodial employees in the cleaning and maintenance of the premises.

The Supervising Custodian will proceed under the direction and general supervision of the building Principal / Assistant Principal the Superintendent of Schools or his designee.

Revised 5/23/07

**SCHEDULE A:**

Position	Current Rate	Differential Effective 7/01/2015	Stipend Effective 7/01/2015	Current Total	Effective July 1, 2015 1% increase	Effective July 1, 2015 1.5% increase	Effective July 1, 2016 2% increase	Effective July 1, 2017 3% increase
Area Maint	24.31	0.25		24.31	0.24		0.49	0.75
Total plus increase	24.31		1500		24.80		25.30	26.06
Operations Custodian	24.31	0.25		24.31	0.24		0.49	0.75
Total plus increase	24.31		1250		24.80		25.30	26.06
Custodian	24.31					0.36	0.49	0.76
Total plus increase	24.31					24.67	25.17	25.92
Custodian/Driver	24.31			24.31		0.36	0.49	0.76
Total plus increase	24.31					24.67	25.17	25.92
Night Custodian	24.31			24.31	0.49		0.49	0.75
Total plus Diff &% increase		0.25			24.80		25.30	26.06
Custodian Supervisor	24.31			24.31	0.49		0.49	0.75
Total plus diff &% increase	24.31	0.25			24.80		25.30	26.06
Differential/person/wk.	19.00		20.00		20.00		20.00	20.00

**Longevity:**

Effective July 1, 2014, the following longevity amounts will be in effect under schedule A:

5 years	\$800	25 years	\$1700
10 years	\$1050	30 years	\$1925
15 years	\$1250	35 years	\$2100
20 years	\$1475		

Schedule B

<b>Area Maintenance</b>	<b>Current Rate</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
1		19.19	19.57	19.97
2		20.71	21.12	21.55
3		22.23	22.67	23.13
4		23.75	24.23	24.71
5		24.40	24.88	25.38
6		25.04	25.54	26.05
1% + .25 (2%, 3%)	24.31	24.80	25.30	26.06 Plus Stipend \$1,500 per year

<b>Custodial Maintenance</b>	<b>Current Rate</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
1		19.07	19.45	19.84
2		20.59	21.00	21.42
3		22.11	22.55	23.00
4		23.63	24.10	24.58
5		24.22	24.70	25.19
6		24.91	25.41	25.92
1% + .25 (2%, 3%)	24.31	24.80	25.30	26.06 Plus Stipend \$1,250 per year

<b>Custodian/Driver</b>	<b>Current Rate</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
1		18.22	18.58	18.96
2		19.74	20.13	20.54
3		21.26	21.69	22.12
4		22.78	23.24	23.70
5		23.55	24.02	24.50
6		24.31	24.80	25.29
1.5% (2%, 3%)	24.31	24.67	25.17	25.92

<b>Night Custodian</b>	<b>Current Rate</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
1		18.47	18.84	19.22
2		19.99	20.39	20.80
3		21.51	21.94	22.38
4		23.03	23.49	23.96
5		23.80	24.27	24.76
6		24.56	25.05	25.55
1% + .25 (2%, 3%)	24.31	24.80	25.30	26.06

<b>Custodian Supervisor</b>	<b>Current Rate</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
1		18.47	18.84	19.22
2		19.99	20.39	20.80
3		21.51	21.94	22.38
4		23.03	23.49	23.96
5		23.80	24.27	24.76
6		24.56	25.05	25.55
1% + .25 (2%, 3%)	24.31	24.80	25.30	26.06 Plus \$20 per person per wk

**Longevity:**

Effective July 1, 2015, the following longevity amounts will be in effect under schedule B:

7 years	\$800		
10 years	\$1050	25 years	\$1700
15 years	\$1250	30 years	\$1925
20 years	\$1475	35 years	\$2100

SIGNATURE PAGE

For The Easton School Committee

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

For the SPEA Custodian Unit

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

