

**MEMORANDUM OF AGREEMENT
BETWEEN THE
WINTHROP SCHOOL COMMITTEE
AND
SEIU LOCAL 888
SCHOOL CUSTODIANS**

NOW COME, the Winthrop School Committee and SEIU, Local 888, School Custodians who agree to amend the collective bargaining agreement between them, dated July 1, 2011- June 30, 2012. The provisions of the Agreement shall remain in effect except as set out below:

1. Amend references to State Labor Relations Commission (MLRC) to Division of Labor Relations (DLR).
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2. **Article 2 Recognition**

Deleted Section 1, subsection 5 which reads as follows:

Permanent full time certified Skating Rink Equipment Operators and Maintenance men.

3. **Article 10 Grievance Procedure**

Delete reference to the rink manager or skating rink throughout the article.

Section 3 add the phrase "in writing" after the word parties in the last sentence.

4. **Article 13 Bidding and Posting**

In the last sentence of the last paragraph delete "capricious arbitrary" and replace it with "arbitrary or capricious".

5. **Article 14 Holidays**

Section 1 Add a new paragraph:

Employees hired after the execution of the Memorandum of Agreement shall not be entitled to Evacuation Day or Bunker Hill Day as a holiday. Current employees will continue to receive that benefit

Delete Section 7.

6. **Article 15 Hours of Work – Overtime**

Section 2 line, 3 delete "8 a.m. to 5 p.m."

Section 2 Add the following three paragraphs:

Senior Custodians will start their shift between 6:00 am and 7:00 am with the starting time agreed upon by the Senior Custodian, Principal, and Facilities Director. If an agreement cannot be reached, the Principal has the final say.

Night Custodians will start between 2:00 pm and 3:00 pm with the starting time agreed upon by the Senior Custodian, Principal and Facilities Manager. If an agreement cannot be reached, the Principal has the final say.

If any school is to have a middle shift, then the starting time will be a time that is agreed upon by the Senior Custodian, Principal and Facilities Manager. If an agreement cannot be reached, the Principal has the final say.

Section 4 is amended to read as follows:

The normal hours for the afternoon shift for custodians will begin between 2 p.m. and 3 p.m. with a thirty (30) minute paid supper period, to be scheduled by the senior building custodian.

Delete Section 14.

7. Article 17 Vacation

Delete Section 6.

8. Article 20 Bereavement Leave

Add a new paragraph to Section 1 to read as follows:

Any employee covered by this Agreement is entitled to a leave of absence without loss of pay for one day to attend the funeral or to attend to family matters arising out of the death of a sister-in-law, brother-in-law, niece or nephew.

9. Article 23 Wages

Amend section 6, paragraph 2 to increase the total number of sick days a custodian may buy back to 200 days.

10. Article 25 Family and Medical Leave Act

Article 25 will be amended to be consistent with the new regulations adopted by the Department of Labor concerning the FMLA.

11. Article 28 Insurance Benefits

Amend the article and incorporate the necessary changes to reflect the fact that the Town of Winthrop now participates in the Group Insurance Program.

12. Article 33 Duration

A three year agreement from July 1, 2012 to June 30, 2015

13. Appendix A

Incorporate into Appendix A the Wage increases from the 2008- 2011 agreement.

Wages shall be increased as follows:

July 1, 2012 1.5%

January 1, 2013 .5%

July 1, 2013 2%

July 1, 2014 2.25%

Senior Custodian stipend shall be increased to \$2400 effective July 1, 2012.

14. Delete reference to Employees at Skating Rink

Any section not mentioned above, the parties agree to amend the collective bargaining agreement to remove the employees at the Skating Rink from inclusion within the agreement and the bargaining unit.

15. Miscellaneous

As a result of the Town of Winthrop exercising its right to consolidate maintenance functions throughout the Town pursuant to G. L. c. 71 section 37 M, the following shall apply:

Custodians shall be subject to assignment of work/duties by the Director of Facilities and /or the Principal of the School. The Director of Facilities shall consult with the Principal before the assignment of work/duties.

16. New Article: Committee on Political Action

Add the following as a new article:

The Employer shall deduct and transmit to the SEIU 888 COPA Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPA check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and with the frequency specified on the COPA check-off authorization card. The Employer will promptly deduct the authorized amounts from the individual employee's paycheck and promptly remit those sums to SEIU Local 888, along with the list of employees who have had amounts deducted and the amounts deducted for each of those employees.

17. Skating Rink Maintenance Operator:

Within 30 days after the approval and ratification of the Memorandum of Agreement by both parties the incumbent Skating Rink Maintenance Operator must decide to remain in his current position at the Rink or accept a Senior Custodian position at the Senior Custodian rate of pay, plus the stipend currently received by the Skating Rink Maintenance Operator. The stipend will be paid through June 30, 2013.

18. Landscaping:

Add a new section to **Article 32 Miscellaneous**

Landscaping outside of Winthrop Public schools may be assigned to Town department employees. If landscaping is assigned to a school custodian it will be done on overtime. This proposal becomes effective after the approval and ratification of the Memorandum of Agreement by both parties. This agreement has no impact on the pending grievance. Each party reserves their rights and position concerning the pending grievance.

19. Article 29 Employee Evaluations:

Amend the paragraph to read as follows:

Custodians shall be evaluated by the Principal of the school to which they are assigned using the evaluation form attached as Appendix C. The Principal shall consult with the Facilities Director prior to the Principal evaluating the Senior and Junior custodians. The Principal shall consult with the senior custodian before conducting the evaluation of the junior custodian. The Principal shall conduct the evaluation of the Senior custodian. In either case, if the employee receives an unsatisfactory evaluation he may appeal to the Superintendent who will consider the appeal and make a decision. It is understood that the evaluation process shall be fundamentally corrective with the goal of improving performance.

20. Assignment of Work Non School Buildings:

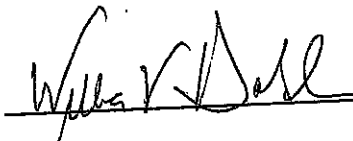
Add new section to **Article 32 Miscellaneous**

If on an as needed basis the Facilities Director must assign a school custodian to work in a Town building (non-school building) the custodian shall receive an hour overtime at his/her school rate of pay on an hour per hour basis. This overtime will be in addition to the custodian's regular pay. The minimum guarantee of hours/pay shall not apply.

21. The parties withdraw all other proposals.

This Memorandum of Agreement is subject to approval by the School Committee and ratification by the membership of the Union.

WINTHROP SCHOOL COMMITTEE



**SEIU LOCAL 888
SCHOOL CUSTODIANS**



AGREEMENT BETWEEN
THE WINTHROP SCHOOL COMMITTEE
AND
THE SCHOOL CUSTODIAN EMPLOYEES,
SKATING RINK EQUIPMENT OPERATORS,
& MAINTENANCE MEN
SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 888

LOCAL 888



SEIU

Stronger Together

WINTHROP, MASSACHUSETTS

July 1, 2005 - June 30, 2008

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ARTICLE 1 – INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the School Committee and the Union, to provide for the operation of our school buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the Town of Winthrop under conditions which will insure economy of operation, quality and quantity of performance, cleanliness of the buildings, and protection of the property.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Union, to formulate work rules to govern the relationship; to insure the uninterrupted operation of the facilities; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system in the Town of Winthrop. In seeking to achieve these goals, the parties acknowledge that the Committee and Superintendent have and must retain complete authority over the policies and administration of the schools, which they exercise under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE 2 – RECOGNITION

Section 1. Subject to any applicable provisions of state or federal law, or resolutions now or hereafter in effect, the committee recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours, and terms and conditions of employment for all full-time certified employees, as defined by the Massachusetts Labor Relations Commission in Case No. MCR-2984, in the classification of:

1. Sr. Building Custodian
2. Jr. Building Custodian including permanent probationary custodians.
3. Matrons
4. Truck Drivers
5. Permanent full-time certified Skating Rink Equipment Operators and Maintenance Men.
6. Sr. Custodian for Maintenance Repair
7. Maintenance Men but excluding:

- a. Temporary Intermittent or Emergency Custodians and Rink Personnel.
- b. Part-time custodians and Rink Personnel
- c. All other employees of the Winthrop School system

Section 2. The Committee will not aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such groups for the purpose of undermining the Union or changing any condition in this Agreement.

Section 3. This agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only.

No prior agreements or understandings, oral or written, shall be controlling or in any way effect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Union any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized representative.

All rules and regulations of the Committee dealing with the custodial staff which are not in direct conflict with specific provisions of this Agreement are incorporated herein by reference. Copies of such rules and subsequent amendments thereto will be provided to the Union when printed.

ARTICLE 3 – NO DISCRIMINATION

Section 1. There shall be no discrimination, interference, restraint, or coercion by the Committee or the Union or their respective agents against any employee because of membership or non-membership in the Union.

Section 2. The Union agrees to represent all employees covered in this unit without regard to membership or participation in, or association with the activities of the Union, or any other employee organization, and to continue to admit said

persons to membership without qualification, other than the payment or periodic dues or initiation fees regularly required by the Union. There shall be no discrimination by either party against any employee because of race, creed, color, sex or age.

Section 3. Any person who files a discrimination or retaliation claim at the MCAD, EEOC, MLRC, any court, or any other forum shall have no recourse to the grievance and arbitration procedure set forth in Article 10 with regard to the employment actions or subject matters on which the claim is based. If an employee files a discrimination or retaliation claim before or at any time after the filing of a grievance concerning the employment actions or subject matters on which the claim is based, the Union shall withdraw the grievance forthwith and an arbitrator shall be without power to consider, decide, or award relief on the grievance. Such arbitration shall not be scheduled for hearing sooner than 300 days after the original grievance filing date unless the Committee agrees to the earlier date.

ARTICLE 4 – DUES DEDUCTION

The Committee agrees that effective on the signing of this agreement it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization in the form set forth on the next page.

The Treasurer of the Town of Winthrop, after such deductions are made, will remit a monthly basis monies deducted to Financial Manager, SEIU Local 888, 529 Main Street, Suite 222, Charlestown, MA 02129.

The employer will make no deduction on account of assessments for back dues. The form of written authorization to be honored by the employer for the deduction of union dues shall be supplied by the Union.

The amount so deducted will be permitted 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, if not extended during negotiations, and provided that the Committee may cease making such deduction at any time upon behalf of any employee upon timely receipt by the Superintendent of Schools of a revocation of the authorizations from the employee.

Request and authorization for voluntary allotment of compensation for payment of employee organization dues and request the SEIU to act as my exclusive collective bargaining agent.

Name of employee (print-last name, first, middle)
Identification No. (Social Security or other)
Home Address (street and number) (City and State) Zip Code
Agency (include bureau, division, branch or other designation)
Section A – For use by employee organization
Name of employee organization (include local branch, lodge, or other appropriate identification)
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888

I hereby certify that the regular dues of this organization for the above-named member are currently established at \$8.00 per week.

Signature and title of authorized official, president or treasurer. Date.

I HEREBY AUTHORIZE THE ABOVE NAMED AGENCY TO DEDUCT FROM MY PAY EACH PAY PERIOD, OR THE FIRST FULL PAY PERIOD OF EACH MONTH, THE AMOUNT CERTIFIED ABOVE AS THE REGULAR DUES AND TO REMIT SUCH AMOUNTS TO THAT EMPLOYEE ORGANIZATION IN ACCORDANCE WITH ITS ARRANGEMENTS WITH MY EMPLOYING AGENCY. I FURTHER AUTHORIZE ANY CHANGE IN THE AMOUNT TO BE DEDUCTED WHICH IS CERTIFIED BY THE ABOVE NAMED EMPLOYEE ORGANIZATION AS A UNIFORM CHANGE IN ITS DUES STRUCTURE.

SIGNATURE OF EMPLOYEE:

DATE:

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 Winthrop 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 5 – AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) 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 Service Employees International Union an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted at each pay period.

Section 2. In consideration of the School Committee's agreement to an agency fee provision, the Union hereby agrees to indemnify the School Committee, its agents, officers and employees and hold them harmless from any and all claims, demands, suits, back pay, interest, or other form of liability however denominated which may arise out of, or by reason of any action by the School Committee, its agents, officers and employees in entering into or taken to enforce, or defend its enforcement of, said provision including discharge for non payment, including all legal fees, costs and damage awards incurred by the School Committee, its agents, officers and employees.

Section 3. No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of G.L. Chapter 150E, Section 12 and 456 CMR 17:00.

ARTICLE 6 – RIGHTS OF COMMITTEE

Section 1. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Committee and Superintendent for the quality of education in and the efficient and economical operation of the Winthrop School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee and Superintendent retain all rights and powers that they have or may hereafter be granted by law in managing the School Department and directing the working force and may exercise the same at its discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include, but are in no way to be constructed as limited to; the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to classify, promote, demote, transfer permanently or temporarily; to determine hours for and the number of employees required at any location; to determine the qualifications and competence or; to evaluate the performance of; to assign any added, lessened or differed work or responsibility to; to set standards and requirements applicable to and make determination of the steps and the eligibility for any in-step wage increases for; to make any pay deduction because of absence, or failure to perform work by any employee covered by this Agreement; and to introduce new or to change existing operational methods and to assign any bargaining unit work to non-bargaining unit personnel where bargaining unit employees are not available, unwilling to accept the assignment or deemed inapplicable to perform the work by the Committee and/or the Superintendent.

The above rights are reserved exclusively and solely as prerogatives of the Committee and the Superintendent subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE 7 – GRIEVANCES INVOLVING CIVIL SERVICE

The Union, in recognition of the Committee having affirmed its belief in and compliance with the State Law insofar as they define the rights, duties and obligations of a municipality under the General Laws, under the Rules, Regulations and Procedures of the Civil Service Commission (Massachusetts General Laws, Chapter 31) relative to employees' seniority, promotion, reassignment, discharges, reduction in rank, removals and suspensions hereby agrees that any grievances, complaint or appeal which, under past practices and procedures would normally have come within the jurisdiction of said Civil Service Commission may be redressed at the Civil Service Commission or under the grievance procedure contained in this Agreement, but not both.

ARTICLE 8 – UNION ACTIVITY ON SCHOOL PROPERTY

Section 1. Except to the extent expressly permitted in Article 10 (Grievances) or except as expressly approved by the Superintendent of Schools, no member of the Union shall conduct union business on school property.

The Committee will provide space on which the Union may erect a bulletin board. The purpose of the board will be for posting of notices by the Committee or the Union. No notices shall be posted thereon unless it has been signed by a duly authorized representative of the Union after it has been first submitted to the Administration.

The content of such notices shall be limited to announcements of recreational or social events, announcements of elections, appointments, results of elections, announcements of meetings, posting of openings. No notice shall contain material of a controversial or offensive nature.

Union officers and stewards shall be granted up to three (3) days unpaid leave per year for the purposes of attending Union meetings or trainings.

ARTICLE 9 – PROBATIONARY PERIOD

All employees covered by this Agreement shall serve a one hundred-eighty (180) workday probationary period during which any discipline, suspension, or discharge shall be in the sole discretion of the superintendent and/or his designee and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 10 – GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, a grievance shall be defined as a complaint between the Committee and the Union and or any member of the Bargaining Unit involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 2. A grievance must be presented within ten (10) school days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits, and conditions set forth below in this Article.

1. The member of the Bargaining Unit with a steward or representative if he so desires shall take up the grievance or dispute in writing with the Principal within ten (10) school days of the occurrence giving rise to the grievance. The Principal shall attempt to adjust the matter and shall respond in writing within ten (10) school days. Grievances by employees assigned to the

skating rink shall be submitted to the rink manager. If the grievance is not satisfactorily settled at this step;

2. It may be presented in writing to the Superintendent of Schools within ten (10) school days after the Principal's/Rink Manager response is due. The Superintendent or his/her designee shall respond in writing within five (5) school days.

In the event the Superintendent determines that a meeting is called for, he/she shall decide whether the discussion shall take place during working hours or not. If the matter is not satisfactorily settled at this step it may be:

3. Appealed in writing within five (5) school days after receipt of the written answer of the Superintendent by the member of the Bargaining Unit to the Committee. The Committee or its designated representative and the member of the Bargaining Unit, and if the member of the Bargaining Unit so elects, counsel and/or authorized representative of the Union, shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) school days, at a time designated by the Chairman of the School Committee. If any person or persons are to represent or appear with the member of the Bargaining Unit at this meeting, the School Committee will be informed in writing prior to three school days before the meeting of the names and titles of such persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not. The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If both the Superintendent of Schools and School Committee appoint a designee under this Section, it shall not be the same person for both steps.
4. If the employee is not satisfied with the written decision of the School Committee, the Union may then request arbitration. At this stage the request for arbitration shall go to three-person committee set up from the local's union membership for their review of the grievance to see whether the grievance should be processed through arbitration. If the grievance committee's decision is in the affirmative, it shall request SEIU to petition the American Arbitration Association or Labor Relations Connection to select an arbitrator in accordance with its procedure.

If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice of such intention to appeal within twenty (20) school days after receipt of the written answer under Step Three (3). This appeal to

arbitration shall be in accordance with the procedures and conditions set forth in Article 11.

Section 3. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

At Step Two (2) or above, the Union will be notified of all meetings and have the right to be present and be heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provision of this Agreement.

Section 4. No reprisals of any kind will be taken by the Committee or any member of the Administration against any party in interest or any participant in the grievance procedure by reason for such participation.

Section 5. The Union recognizes the authority and responsibility of the Principal, the Supervisor of Custodians, the Superintendent and Committee for reprimanding or disciplining an employee for delinquency of performance.

Section 6. No member of the Bargaining Unit who has completed his/her probationary period will be disciplined, reprimanded, reduced in rank, or compensation, or deprived of any wage increase or increment without just cause. Any contention that the Committee has acted in an arbitrary or discriminatory manner in withholding wage increase or increment may be raised as a grievance.

The parties agree that nothing in this Agreement is intended to add to or subtract from the rights and remedies provided by any Civil Service Law.

Section 7. Union officer, representatives or members of the bargaining unit will be granted time off with pay from their duties to attend grievance meeting subject to the discretion of the Superintendent.

ARTICLE 11 - ARBITRATION

Section 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Union. If the Committee and the Union cannot agree within seven school days after written notice of intent to arbitrate has been received from the Union, then the Union shall within five school days thereafter request the American Arbitration Association or Labor Relations Connection to provide a panel or arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expense (if any) of the arbitrator shall be shared equally by the parties provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection.

In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 3. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

Section 4. Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby. In the case of arbitrations involving disciplinary actions of persons not covered by Civil Service, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job and/or award of full or partial restoration of all compensation or privileges as the

Arbitrator deems warranted should the Arbitrator find the Committee acted in an arbitrary or discriminatory manner.

Section 5. The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE 12 – CONTINUITY OF EMPLOYMENT

Section 1. The Union agrees that no employee shall engage in, induce or encourage any strike (whether Sympathetic, general, or any other kind), walkout, work stoppage, sit down, slowdown, withholding of services, boycott (whether primary or secondary), demonstration at the Committee's premises, or any other direct or indirect interference, concerted or otherwise, with the Committee's operations. The committee agrees not to conduct a lockout.

Section 2. The Committee may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedures hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced or encouraged such conduct.

Section 3. The Committee also retains the rights to recover from the Union, or any officers, agents, or members thereof, either through legal procedures as provided by law, or through the grievance and arbitration procedures established by this Agreement, or both, such damages as it may suffer by reason of violation of this Article except that no person (including the Union) shall be liable if he did not engage in, induce or encourage activity violative of Section 1, and such person takes all lawful steps reasonably within his power to have such activity terminated.

The Union retains similar rights under this Section in case of an illegal lockout by the School Department.

ARTICLE 13 – BIDDING AND POSTING

When a vacancy covered by this Agreement exists and the employer determines to fill such vacancy, the same shall be posted in a conspicuous location for a period of seven (7) working days. Such postings shall list the pay, duties, qualifications and days off along with the hours of work. The Union shall receive, upon written request, a list of those who applied for vacant positions (if any).

Employees interested in such position shall apply to the appropriate management authority as listed in the notice within the above seven (7) working day period ending with the day of notice. Copy of such shall be sent to the Union President. The Committee may advertise any vacancy outside the bargaining unit simultaneously with the posting within in the bargaining unit.

Within twenty (20) working days thereafter the position shall be awarded if the employer determines to fill such position. Upon submitting a formal request, the Union President shall receive a copy of the appointments to the filled position. The position shall be awarded on the basis of qualifications, ability, dependability, and capability (physical or otherwise) to perform the duties of the position. If qualifications, ability, dependability and capability are generally equal, then the employee with the most seniority in any classification shall be offered the job.

The employer shall have the sole authority to determine qualifications, ability, dependability and capability. The employer shall take into consideration the seniority of a qualified applicant in arriving at his decision. The appointment shall not be subject to the grievance and arbitrations procedure unless it can be shown that the decision is capricious arbitrary.

ARTICLE 14 – HOLIDAYS

Section 1. All members of the bargaining unit covered by this Agreement will be paid eight (8) hour pay at regular straight time wages for the following holidays whenever they fall or are observed on a regular work day.

New Year's Day
Martin Luther King Day
Washington's Birthday
Evacuation Day
Patriot's Day
Memorial Day

Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

When a regular paid holiday falls on a Saturday and Sunday and it is not a regular workday for the members of the unit, he/she will receive one lieu day which may be taken at a future date subject to approval of their supervisor.

Section 2. Day following Thanksgiving to be considered a no workday. This day to be classified as a compensatory time if work required.

A custodian who notifies the employer of his desire to take a vacation outside the normal vacation period and submits his request in writing by May 1st will be given consideration and not be denied for arbitrary and capricious reasons.

Section 3. Custodians will have a full day off on Christmas Eve except senior custodians must do a building check. Also, one-half holiday will be celebrated on the regular workday before Thanksgiving, and custodians may leave the buildings one-half hour after the teachers. On all such days all employees otherwise eligible for holiday pay will receive eight (8) hours of pay for four (4) hours worked on such day.

If the skating rink is open on these days, skating rink equipment operators will work a full day and will receive one-half day lieu time, to be taken at a future date with the approval of their supervisor.

Section 4. In order to be eligible for payment for such holiday, the employee must have worked his full regularly scheduled shift on the work day immediately preceding and his full regularly scheduled shift on the work day immediately following such holiday, unless he has previously requested and received permission to be absent on such day. Absence on one or both of these days shall not affect eligibility for holiday pay if such absence is proved to the satisfaction of the Committee to be due to illness. In the case of absence on both these days, the custodian shall submit a doctor's certificate as proof of illness.

Section 5. Subject to the provisions of other articles dealing with building checks or flag displays, any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours work at said rate. If an employee is required to work in excess of eight (8) hours on a holiday, twice his regular rate of pay will be paid for all hours over eight (8).

Section 6. In the event a holiday falls on a scheduled workday during the employee's vacation period, he will receive an additional day's pay with his vacation pay.

Section 7. When the skating facility is open on any of the holidays mentioned in Section 1, the individual's assigned to work will receive time and one-half in addition to holiday pay. Those not assigned to work will receive holiday pay if otherwise meeting the eligibility requirement set forth above.

ARTICLE 15 – HOURS OF WORK – OVERTIME

Section 1. This article is intended to provide the basis for the calculation of overtime pay and shall not be construed as limiting or determining the nature of the shift arrangements or the day or hour on which any particular custodian shall begin or end, or as a restriction on the Committee's right to require work in excess of any specified periods.

Section 2. The workweek shall begin on Sunday at 12 midnight and continue for seven (7) consecutive days. "The normal work day for custodians is eight hours per day; 8 a.m. to 5 p.m." The regular hours for each day shall be consecutive, except for interruptions for lunch periods. The normal workweek is forty (40) hours per week, Monday through Friday, with two consecutive days off on Saturday and Sunday. Time actually worked by custodians in excess of forty (40) hours per week or on Saturday or Sunday shall be considered as overtime and shall be paid at the rate of time and one-half.

Section 3. It is recognized that during the school year work schedules must be established and altered by the Superintendent or his/her designee to serve the best interests of the students, with due consideration being given to such items as whether the school is heated by oil, gas, or HVAC, and whether the students are on a "in-school lunch" program or not.

When practical, employees covered by this Agreement will be granted a one-hour duty free lunch period without pay which will be scheduled by the senior custodian in the building between the ending of the fourth and beginning of the seventh hour after starting time of employee concerned.

When the Administration determines the senior custodian is not to schedule such a lunch hour, the custodian will be entitled to thirty (30) minutes to eat as a part of his regular eight (8) hour day, without deduction in pay, at a time scheduled by the senior building custodian.

Section 4. The normal hours for the afternoon shift for custodians will be between 3 p.m. and 11 p.m. with a thirty (30) minute paid supper period, to be scheduled by the senior building custodian.

Section 5. During school vacation periods and summer vacation periods the normal work shift for custodians will be from 7 a.m. to 3 p.m., with a thirty (30) minute paid lunch period.

Section 6. All custodian personnel/rink personnel shall sign in upon arrival at school/rink. No custodial/rink personnel shall leave the school premises/rink during working hours without the express permission of the principal/rink manager, or in his absence, the Supervisor of Custodians.

In cases where school is cancelled due to adverse weather conditions, all custodians shall report to work for the day shift. Custodians who fail to report to work in cases where school is cancelled due to adverse weather conditions must provide a doctors certificate or will not be paid for the day.

Section 7. Each custodian will be granted two ten (10) minute rest periods per work day to be taken at times to be determined by the senior building custodian.

Section 8. Subject to the express provisions dealing with building checks and flag displays, any employee called back to work on the same day after having completed his assigned work and left his place of employment shall be paid at the rate of time and one-half for all hours worked on such recall. He will be guaranteed a minimum of two (2) hours work and/or pay at time and one-half provided that the reason for the recall was not the employee's own negligence.

Section 9. Overtime shall be equitably and impartially distributed by the Union among the personnel regardless of the school they ordinarily work in.

Section 10. Holidays paid for but not worked shall not be computed as time worked for purposes of computing overtime.

Section 11. The School Committee will provide foul weather gear at each school for those who will be required to be out in the elements.

Section 12. The School Committee will provide custodians with an allowance of \$200.00 per year for the purchase of work shoes (not sneakers). Custodians shall be required to wear the work shoes. The shoe allowance shall be paid in the first check in July.

In addition the Committee will provide custodians with uniform allowance of \$200.00 per year which shall be used for the purpose of uniforms. The uniform

shall consist of a dark blue shirt, with a logo which identifies the person as a Winthrop Public School employee, and dark blue or black pants (pants shall not be sweat pants or blue jeans.) Custodians shall be required to wear this uniform when school is in session.

Section 13. The School Department will provide rink personnel with boots and foul weather jackets necessary for the performance of work. The equipment will be purchased or placed on an alternate year basis with foul weather jackets originally provided in fiscal 75-76.

Section 14. The Supervisor of Buildings and Grounds or designee will provide a rotating shift schedule as necessary to service the rink. Skating Rink Equipment Operators will be allowed to shift hours among themselves under the following conditions.

1. The agreed to shift changes must be voluntary on both parties.
2. The hours scheduled by the Supervisor of Buildings and Grounds will be covered.
3. There will be no additional cost to the Town as a result of shifting hours.
4. The Supervisor of Buildings and Grounds will be notified of any personnel shifts which deviate from his original schedule.

Section 15. The Committee will request one half payment from non-governmental agency or organization before the scheduled date of detail. The remaining payment will be paid within thirty (30) days. Employees working during the weekend shall be paid at the rate of time and one-half for all hours worked.

Section 16. When a custodian shift is completed he will leave a note in the Principal's office that authorized people were still in the building when he left.

Section 17. A junior custodian who assigned by the Superintendent or his/her designee as a senior custodian and does the work for thirty (30) business days will be paid retroactively to the first day of assignment. The employee retains the right to reject or leave the assignment and the employer can remove the employee if he/she is not working out.

ARTICLE 16 – REDUCTION IN FORCE

When the Employer determines that a layoff of bargaining unit employees shall occur, it shall consider qualifications, versatility and demonstrated performance in determining the order of layoffs, and shall retain in service those employees judged best able to meet the needs of the Committee. When all things are equal, seniority will be considered.

If members of the bargaining unit are laid-off, they shall be placed on the recall list for a period of at least twenty-six (26) months. Individuals on this list shall have right of first refusal for any bargaining unit position that becomes vacant or is re-established.

Employees will be notified of recall by certified mail at their last address on record at the Office of the Superintendent. If an employee moves while on the recall list he/she is responsible to notify the Superintendent's office of the change in address.

An employee will have fourteen (14) days to notify the Superintendent of his/her acceptance or rejection of recall. Return of the undelivered letter by the Post Office will be considered a rejection of the recall.

ARTICLE 17 – VACATION

Section 1. Employees covered by this Agreement shall accrue annual vacation leave as follows:

- a) From the date of hire through the last day of the first year of employment, an employee will earn .4166 days of vacation per month.
- b) From the beginning of the second year through the last day of the fifth year of employment, an employee will earn .833 days of vacation per month.
- c) From the beginning of the sixth year through the last day of the thirteenth year of employment, the employee will earn 1.25 days of vacation per month.
- d) From the beginning of the fourteenth year through the last day of the twentieth year of employment, the employee will earn 1.66 days of vacation per month.
- e) From the beginning of the twenty-first year and thereafter an employee will earn 2.08 days of vacation per month.

It is understood that a fifth week of vacation may not be given if the needs of the system as determined by the School Committee, require the attendance of the individual concerned. If attendance of said individual is required by the School Committee, said employees shall receive forty (40) hours pay at straight time rate in lieu of time off.

Section 2. Vacation leave shall be taken during the eligible year which shall run July 1 through June 30 with the amount of the employee's vacation to be determined on June 30th immediately preceding the eligible year.

On March 1st preceding the eligible year, the Principal of each building shall post a vacation schedule. Employees shall select vacation for the upcoming school year in accordance with seniority. The Principal may exercise his/her discretion to postpone a custodian's vacation in the best interest of the school department.

Section 3. Vacation leave may not be accumulated from one vacation year to another, and salary shall not be paid in lieu of vacations except in cases of emergency and with prior approval of the Committee.

Section 4. An employee who is discharged, resigns or retires shall be paid for any accrued and unused vacation the employee was entitled to at the time the employee left employment.

Section 5. If an employee returns to the service of the School Department and his period of service with the School Department has been interrupted for reason other than in the Armed Forces, then after five (5) years of continuous full-time service, the amount of service prior to the interruption of his work for the School Department shall be added to the five or more years of current full time service to give total service for purpose of computing "continuous service" for vacation allowances.

Section 6. The work year for skating rink personnel will commence August 15 and terminate May 30. Skating rink personnel will be entitled to pro rata vacation as per the above schedule for months actually worked. With the agreement of the Director of the Athletic Facility accrued vacation may be taken after May 30 annually.

ARTICLE 18 – MILITARY SERVICE

Section 1. The Union and Committee agree to observe and comply with all applicable State and Federal laws, Executive Orders, and Rules and Regulations concerning the re-employment of employees who go to the Armed Services or Forces of the United States.

Section 2. Employees with one or more years of continuous employment prior to the time of performing the service herein referred to, who are required to report for temporary summer or like period of training in military forces of the United States or the Commonwealth, shall be paid in the amount equal to the difference between the compensation for a normal working period of two (2) weeks and the amount paid for military training, if such pay is less than their School Department day. In computing the differences of pay, the School Department pay will be based upon the employee's basic hourly rate for scheduled hours worked up to a maximum of eight (8) hours of work day and forty (40) hours in a payroll week. Training pay is computed to include compensations received except travel allowance.

ARTICLE 19 – JURY DUTY

Section 1. In the event that any employee covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the employee, including compensation for work performed for the Town of Winthrop and compensation for jury duty service is less than his regular compensation for forty (40) hours, the Committee agrees to pay to the employee the difference between his actual weekly earning and what he would have earned if he had performed such number of hours of work for the Town.

Section 2. As a condition of receiving such payment, employee agrees that if during jury service he is discharged for the day during regular working hours, he will report to the Supervisor of Custodians for such work as may be assigned.

Section 3. An employee performing such jury service who desires the benefit this Article shall be required to present weekly to the School Department a certificate signed by the Clerk of Court or other proof reasonably satisfactory to the Committee as to the time spent by the employee in such jury service during the week and the amount or compensation received therefore.

ARTICLE 20 - BEREAVEMENT LEAVE

Section 1. Any employee covered by this Agreement is entitled to a leave of absence, without loss of pay, of up to five (5) consecutive days beginning with the date of death in case of death in the immediate family.

Section 2. The purpose of this leave is only to attend the funeral or to attend to family or personal matters arising as a result of the death.

Section 3. The term "immediately family" shall include only the employee's spouse, child, father, mother, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, or grandparents of the spouse.

ARTICLE 21 - SICK LEAVE

Section 1. Bargaining Unit personnel will earn and accrue one (1.166) days of sick leave for each calendar month worked, up to fourteen (14) days per year.

Section 2. Unused sick leave will accumulate from year to year up to a maximum of two hundred (200) work days as of July 1 of any calendar year.

Section 3. Sick leave with pay shall be granted to employees only when they are incapacitated by their own sickness or injury and not for that within their immediate family.

Sick leave will also be granted in cases where exposure to contagious diseases or the presence of the custodian as his post of duty would in the opinion of the committee jeopardize the health of others.

Section 4. Employees shall notify the Supervisor of Custodians on the first day of absence due to non-service connected to sickness or injury stating the nature of the sickness or injury, the time expected to be incapacitated, and the date on which they expect to return to work.

All absences which exceed two (2) days will be checked by the Supervisor of Custodians. If a doctor has been called in by the employee, the Supervisor shall also check with the doctor.

Absences for periods of three (3) days duration or more, or absences of two (2) days which occur more than twice in a calendar year will be paid for only with

submission of a doctor's certificate satisfactory to the Superintendent of Schools. If the Committee determines it to be in the best interests of the Town, the Superintendent of Schools shall have an independent doctor make an examination and report. The cost for such an examination shall be borne by the Town.

Section 5. Except as specified in Article 23, Section 6, Bargaining Unit personnel whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave not taken.

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any employee rehired after termination of service.

Sick leave earned following return to duty after a leave of absence without pay shall no be applied against such leave of absence.

Section 6. Sick leave credits will begin at once for a person starting work on the first working day of the calendar month; otherwise, credits will begin to accumulate on the first day of the month following employment, and will accumulate for each calendar month thereafter.

Section 7. Unauthorized absence or abuse of sick leave is grounds for disciplinary action up to discharge.

Section 8. Any employee who is absent from work due to work connected accident or disability and who is receiving workmen's compensation may, at his option, turn in his compensation check and receive his regular weekly pay, in exchange for a deduction of $\frac{1}{2}$ day of sick leave for each day absent to the extent he has such credits available.

ARTICLE 22 – SICK LEAVE BANK

A sick leave bank is created for members of this bargaining unit and shall operate under the following rules:

- a. Each employee shall contribute to one (1) day of annual sick leave entitlement to the bank. An employee who has not contributed to the sick leave bank will be required to contribute up to one (1) day's sick leave entitlement before being permitted to participate in the bank and requiring additional days from employees who have already contributed to the bank.

- b. The administration of this bank shall be vested in a sick leave bank committee comprised of three (3) persons, two (2) of whom shall be elected for two (2) year terms by the employees within the bargaining unit and one (1) appointed by the Superintendent.
- c. An employee must use all sick days, vacation and any other leave prior to applying for sick leave bank days.
- d. An employee may be allowed to use sick leave back days equal to the number of personal sick leave days used for his/her current illness or injury.
- e. An employee must request use of sick leave bank days by submitting a written request to the sick leave bank committee chairman. Such request must be accompanied by certification of a physician as to the illness and/or disability of the employee and anticipated recovery date.
- f. The initial grant of sick leave from the bank to an eligible employee shall not exceed thirty (30) days. If additional days are needed, a second request in writing with additional certification from the employee's physician is required.
- g. By submitting a request for sick leave bank days the employee agrees that the sick leave bank committee is entitled to access to the employee's attendance record, sick leave record and to medical documentation.
- h. The sick leave bank committee may request further evidence or a second physician's opinion before granting days from the bank.
- i. The sick leave bank committee shall vote on each request for sick leave bank days and report the vote to the Superintendent.
- j. Deviation from these policies shall be allowed only with the approval of the Superintendent and the sick leave bank committee.
- k. A denial of request for sick leave bank days for an employee shall not be subject to the Grievance and Arbitration Procedure.
- l. The sick leave bank shall not exceed two hundred (200) days.

m. The School Committee shall place sixty (60) days in the bank to begin the bank.

ARTICLE 23 – WAGES

Section 1. The Committee will establish the entry salary of the employee entering the system. The basic salary schedule for custodians is as set forth in Appendix A.

Employees who substitute for more than four (4) consecutive weeks in the higher classification shall be entitled to the minimum rate of that classification after the completion of that period.

Section 2. Effective July 1, 2005, the following service differentials will apply:

<u>Year of Continuous Services</u>	<u>Differential per Year</u>
5	\$400
10	\$600
15	\$750
20	\$900
30	\$1100

Section 3. All hours worked by school building custodians on a shift starting after 3 p.m. shall be compensated at the individual's rate plus one dollar (\$1.00) per hours.

If the employer temporarily assigns an employee from his regularly scheduled night shift to a day shift on days when school is in session, the employee will continue to receive his night shift differential for a period no to exceed two (2) weeks.

Section 4. In cases of functions where a person or organization is using school property for non-school related purposes, the extra help needed to service that function will be paid for by that person or organization on the basis of time and one-half times the senior custodians' basic hourly rate, with a minimum guarantee of three (3) hours.

The extra help needed to service the function will be responsible for cleaning the area involved at the time in question. The administration will endeavor to rotate opportunity to service these functions as equitably as possible among available personnel from the building involved.

Section 5. On holidays and weekends from October 1 through May 1, unless the Superintendent or his/her designee decides to extend the time, the senior custodian or if the senior custodian is unavailable, another senior custodian or junior custodian will make a routine building inspection. On holidays and weekends throughout the year, unless determined otherwise by the Superintendent or his/her designee, the senior custodian or if the senior custodian is unavailable, another senior custodian or junior custodian will make a routine building inspection in all HVAC buildings. The custodian will be compensated at a rate of time and one-half with a minimum guarantee of two (2) hours per day. The custodian shall remain on duty for the two (2) hour period and will be provided with a list of items to perform during the two (2) hours.

Section 6. In recognition of dedicated service to the Winthrop School Department, any bargaining unit personnel covered by this Agreement who has worked for the Winthrop School System for twenty (20) years may obtain an increase in compensation in the final year following the procedure set forth below.

Eligible personnel who desire to participate in this program will notify the Superintendent of Schools by November 1 of the calendar year prior to that in which they intend to retire. If such notice is submitted in writing by November 1, then at the commencement of the final calendar year all accumulated sick leave not exceeding 180 days (except that which is to be credited monthly during the final year) shall be wiped off the books and in lieu thereof the hourly rate of the individual concerned will be increased as of July 1 by an amount equal to \$20 per day for each day of sick leave surrendered applied to the 52 week period or 2080 hours. In the event the individual fails to retire immediately upon the conclusion of the calendar year for which the money is appropriated (unless prevented from doing so by death), the custodian will agree in writing to pay the Town of Winthrop the differential between the earnings which he actually received had he or she not submitted the intention to retire, said amount to be deducted from the final pay checks of the calendar year.

In the event the individual determines to retire at a time other than the end of the calendar year, the provisions of this section may be altered to provide said increase in pay for the final twelve (12) month period of employment provided that

notice is given to the Committee in sufficient time to make the appropriation for such increase.

Early retirement will be offered to custodians if it becomes available.

The above provision will be pro-rated for employees who work less than twelve (12) month year.

ARTICLE 24 – PERSONAL LEAVE

Up to three (3) days in each year may be utilized for imperative personal business which could not effectively be conducted outside of the school hours. The first two (2) days will be exclusive of sick leave and the third will be deducted from sick leave. Reasons for such leave must be made in writing to the Superintendent of Schools as soon possible and not less than forty eight (48) hours before the absence occurs whenever possible.

This leave shall not be requested so as to extend a holiday or vacation period. Approval of such leave shall not be unreasonably withheld.

ARTICLE 25 – FAMILY AND MEDICAL LEAVE ACT

Section 1. In accordance with the Family and Medical Leave Act of 1993 the Committee will provide eligible employees up to twelve (12) weeks of unpaid leave in a twelve (12) month period and in accordance with the Act.

Eligible employees shall be defined as set forth in the Act.

Section 2. The following reasons qualify for leave:

- to care for a newborn or newly placed adopted or foster child;
- to care for a child, spouse or parent with a serious health condition;
- to care for the employee's own serious health condition

Section 3. Substitution of Paid Leave

- If leave is taken because of the employee's own serious health condition an eligible employee must first exhaust accrued paid sick leave, personal leave and vacation.
- If leave is taken to care for a child, spouse or parent with a serious health condition or to care for a newborn or newly placed, adopted or foster child an eligible employee must first exhaust any accrued paid personal leave and vacation.
- If the employee's accrued paid leave is less than twelve (12) weeks the remaining weeks will be unpaid.

Section 4. Benefits During Leave

The Committee will maintain health coverage for an employee on leave under this policy at the level and under the same condition, as the employee would have enjoyed if not on leave. If the employee fails to return to work following the leave, unless the failure to return is due to the continuation, reoccurrence or onset of a serious medical condition of himself/herself or family, or other circumstances beyond the employee's control, the employee on leave under this policy will be responsible for the cost of health coverage during the period of leave.

Section 5. The twelve (12) month period shall be a rolling period.

Section 6. Seniority shall accrue while an employee is on the approved FMLA leave.

ARTICLE 26 – SMALL NECESSITIES LEAVE ACT

Section 1. Employees who are eligible for twenty-four (24) hours of unpaid leave pursuant to the Small Necessities Leave Act (G.L. Chapter 149, Section 52D) must substitute any accrued paid personal leave for any of the leave provided under the Act.

Section 2. To be entitled to leave employees must provide notice to the Superintendent as follows:

- (i) If the need for leave is foreseeable the employee must request the leave not later than seven (7) days in advance;

- (ii) If the need is not foreseeable the employee must notify the employer as soon as practicable under the particular circumstances of the individual;
- (iii) Employees must complete the attached certificate form (see Appendix B).

ARTICLE 27 – SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Rider thereto should be held invalid by operation of law or by tribunal or competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE 28 – INSURANCE BENEFITS

As long as the Town of Winthrop agrees to pay one-half the costs of a health insurance plan, Harvard Pilgrim Health Plan, and one-half the cost of the \$2,000 life insurance policy and \$2,000 accidental death and dismemberment policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share on payroll checks for participating members on receipt of the proper authorization.

On the date of retirement, life insurance may be continued in the amount of \$1,000 fully paid for by the retiree.

For the retired employee, the Hospital-Surgical-Medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan, the retired employee may secure his Hospital, Surgical-Medical coverage under any conversion contract offered by Harvard Pilgrim Health Plan.

In the event the Town alters its insurance benefits for all Civil Service personnel, said changes will be reflected in this article. It is understood that the School Department's only obligation hereunder is the making of payroll deductions where required.

ARTICLE 29 – EMPLOYEE EVALUATION

Custodians shall be evaluated by the Principal of school to which they are assigned using the evaluation form attached as Appendix C. The Principal shall consult the senior custodian before conducting the evaluation of a junior custodian. The Principal shall conduct the evaluation of the senior custodian. In either case, if the employee receives an unsatisfactory evaluation he may appeal to the Business Manager who will consider the appeal and make a decision. It is understood that the evaluation process shall be fundamentally corrective with the goal of improving performance.

ARTICLE 30 – SNOW REMOVAL WORK

Section 1. On November 1st each year a notice shall be posted asking which employees want to come in prior to the start of their shift for snow removal for that school year. Employees will be advised that this is the only opportunity they will have to sign up for this work for this school year. Employees shall be given ten (10) days to sign up. At the end of the ten (10) days the Employer will determine whether a sufficient number of employees have indicated their availability for this early snow removal. If it is necessary the Employer will contract with non-bargaining unit personnel to perform this work for that school year.

ARTICLE 31 – HEALTH AND SAFETY

Section 1. The parties agree to abide by all regulations of the Department of Health of the Town of Winthrop of the Commonwealth of Massachusetts and the Department of Public Safety.

ARTICLE 32 – MISCELLANEOUS

Section 1. Tuition Reimbursement: The Committee shall reimburse bargaining unit members one hundred (100 %) percent of the cost of tuition for up to one course per year. Tuition will be reimbursed after the custodian successfully completes the course. Approval of the Superintendent must be obtained prior to enrollment in the course.

Section 2. Members of the bargaining unit shall be subject to the CORI policy (Appendix D).

Section 3. Members of the bargaining unit who have been given access to keys to the school shall sign for and be subject to the Access to Keys Policy (Appendix E).

Section 4. Members of the bargaining unit will sign and follow the “Winthrop Public Schools Electronic Communication System/Network Acceptable Use Policy” (Appendix F).

ARTICLE 33 – DURATION

Section 1. This agreement shall become effective on July 1, 2005 and shall continue in effect to and including June 30, 2008 and shall thereafter automatically renew itself for successive term of one (1) year each unless sixty (60) days prior to January 1, 2008 or any January 1st thereafter either the Committee or the Union shall have given the other written notice of its desire to modify to terminate this Agreement.

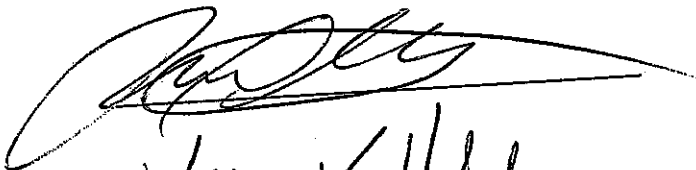
Section 2. In the event the Committee and the Union have failed to reach agreement by June 1, they jointly, or either of them separately, may petition the State Board of Conciliation and Mediation to initiate mediation and/or fact finding in accordance with the provisions of Chapter 150E of the Acts of 1973.

THE SCHOOL COMMITTEE
OF THE TOWN OF WINTHROP

SEIU LOCAL 888, SERVICE
EMPLOYEES INTERNATIONAL
UNION



Mary Lou Osborne



William V. Holden

Susana Segat- SEIU 888 President
Susana Segat, SEIU Local 888, President

Dominic Passaro
Dominic Passaro, Winthrop Chapter President

John P. Luti
John Luti, Bargaining Team member

Shanna Weston
Shanna Weston, SEIU L.888 Field Representative

**MEMORANDUM OF AGREEMENT
BETWEEN THE
WINTHROP SCHOOL COMMITTEE
AND
SEIU LOCAL 888
SCHOOL CUSTODIAN EMPLOYEES**

NOW COME, the Winthrop School Committee and SEIU, Local 888 who agree to amend the collective bargaining agreement between them dated July 1, 2005- June 30, 2008. The provisions of the Agreement shall remain in effect except as set out below:

1. Article 23 Wages

Section 1 the basic salary schedule referenced in paragraph one and Appendix A shall be amended to as follows:

Effective July 1, 2008: 0%
Effective July 1, 2009: 0%
Effective July 1, 2010: 2%

2. Article 33 Duration

Section 1 is amended to reflect a three (3) year agreement from July 1, 2008 through June 30, 2011.

This Memorandum of Agreement is subject to ratification by the membership of SEIU, Local 888 and approval by the Winthrop School Committee.

WINTHROP SCHOOL COMMITTEE

Mary Lee Osborne, chair

**SEIU, LOCAL 888,
SCHOOL CUSTODIAN EMPLOYEES**

Dominic Passaro

Bruce Brad Pitt

APPENDIX A

WAGES

<u>Position</u>	<u>Step</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>	<u>July 1, 2007</u>
Junior Building Custodian	1	\$12.64	\$13.14	\$13.74 ^{13.88} 14.01
	2	\$13.01	\$13.54	\$14.14 ^{14.42}
	3	\$13.56	\$14.10	\$14.74 ^{15.03}
	4	\$14.15	\$14.72	\$15.38 ^{15.69}
	5	\$14.29	\$14.86	\$15.53 ^{15.84}
Senior Building Custodian	1	\$14.33	\$14.91	\$15.58 ^{-15.89}
	2	\$14.74	\$15.33	\$16.02 ^{-16.34}
	3	\$15.20	\$15.81	\$16.52 ^{-16.85}
	4	\$15.81	\$16.44	\$17.17 ^{-17.51}
	5	\$15.97	\$16.61	\$17.36 ^{17.71}
Skating Rink Operator Maintenance & Rep		\$15.81 15.97	\$16.44 16.61	\$17.17 17.36 ^{17.71}

Senior Custodian Stipend

In addition to the salary schedule listed above all senior custodians shall be eligible to receive a stipend of \$1,850 paid in two installments of \$925 in the second paychecks of December and June. The stipend shall be calculated on a monthly basis as follows:

- a. If a permanent senior custodian is out on workmen's compensation for thirty (30) days or more and a temporary senior custodian has been appointed, the temporary custodian shall receive the stipend for all months beyond one (1) in which he/she works as a temporary senior custodian.
- b. If a permanent senior custodian is out due to illness or non job-related injury for sixty (60) days or more and a temporary senior custodian has been appointed, the temporary custodian shall receive the stipend for all months beyond two (2) in which he/she works as a temporary senior custodian.

APPENDIX B

SMALL NECESSITIES LEAVE ACT CERTIFICATE

Employee's Certification

I certify that on _____ I will/did take _____ hours of leave for the following purpose:

_____ to participate in school activities directly related to the education advancement of a son or daughter

_____ to accompany the son or daughter of the employee to routine medical or dental appointments such as check-ups or vacation

_____ to accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's case

Employee's Name: _____ Date: _____

APPENDIX C

CUSTODIAN EVALUATION FORM

Name: _____ Position: _____

Building: _____ Date: _____

Date of Employment: _____ Length of time in Present Position: _____

The following list presents most of the functions of a school building custodian. Employees should review and discuss their evaluation with their evaluator and initial any comments they may wish to write.

1. Below Standard
2. Satisfactory (average)
3. Outstanding (exceptional, Very Efficient)

	1	2	3	Comments
1. TOILET ROOMS				
a. Mopped clean daily				
b. Toilet bowls cleaned daily				
c. Urinals clean and free from odor				
d. Sinks Cleaned daily				
e. Soap dispensers filled				
f. Towel dispensers filled				
g. Toilet dispensers filled				
h. Walls are clean				
i. Room smells clear and clean				
2. CLASSROOMS				
a. Floors are properly cleaned				
b. Blackboards, erasers and trays are clean, room free from dust				
c. Sink is clean and free of odor				
d. Doors free from marks and stains				
e. Shades are good and properly adjusted				
f. Lighting is good (no dead bulbs)				
g. Windows are clean				
h. Furniture is clean and in good repair				
i. Rooms are tidy				

CUSTODIAN EVALUATION FORM

CON'T

3. HALLWAYS

- a. Floors are properly cleand
- b. Drinking fountains cleaned daily
- c. Walls are free of marks
- d. Lighting is good (no dead bulbs)
- e. Fire extinguishers are clean and ready
- f. Lockers are free of marks

1	2	3	Comments

4. STAIRWAYS

- a. Swept clean
- b. Hand rails are clean
- c. Walls clean and free dust

1	2	3	Comments

5. ENTRANCES

- a. Doors are clean and free of dust
- b. Lobby is neat and clean
- c. Floors are mopped
- d. All fire and Exit doors closed

1	2	3	Comments

6. AUDITORIUM AND/GYMNASIUM

- a. Floors are properly cleaned
- b. Well dusted
- c. Furniture is properly cleaned
- d. Lighting is good (no dead bulbs)
- e. Shades are good

1	2	3	Comments

7. CAFETORIUM OR LUNCH ROOM

- a. Floors are properly cleaned
- b. Walls are clean
- c. Free of dust
- d. Chairs are neatly arranged
- e. Kitchen is tidy
- f. Drinking fountain clean
- g. Barrels cleaned and ordorless

1	2	3	Comments

8. SHOWER AND LOCKER ROOMS

- a. Are properly mopped daily
- b. Doors disinfected daily
- c. Walls, windows, & lights clean

1	2	3	Comments

CUSTODIAN EVALUATION FORM CON'T

	1	2	3	Comments
<u>9. TEACHERS ROOM</u>				
a. Floors are properly cleaned				
b. Drapes and rugs are clean				
c. Well dusted				
d. Toilets and wash bowls clean				
e. Room is tidy				
f. Soap, towel, and toilet dispensers are filled				
<u>10. CUSTODIANS CLOSETS</u>				
a. Neat and clean				
b. Supplies are properly stored				
c. Equipment well kept and orderly				
<u>11. OUTSIDE GROUNDS</u>				
a. Lawns are well kept				
b. Shrubs are well trimmed				
c. Walks are free of ice or dirt				
d. Free from litter				
<u>12. MARKS, STAINS, AND MINOR REPAIRS</u>				
a. Marks and stains are removed				
b. Minor repairs made promptly				
<u>13. CUSTODIAN'S APPEARANCE AND PERSONAL HABITS</u>				
a. Personal cleanliness				
b. Cooperative and considerate				
c. Submits reports on time				
d. Other custodian and teacher and student relations				

Evaluator's Signature: _____ Date: _____

Employee's Signature _____ Date: _____
 Signature of employee does not necessarily mean agreement with this evaluation.

APPENDIX D

CRIMINAL OFFENDER RECORD INFORMATION (CORI) REVIEW POLICY

In compliance with the provisions of Chapter 385 of the Acts of 2002 effective September 1, 2003 the Superintendent of Schools shall request and review CORI reports.

Employees shall be made aware that CORI reports concerning them are being requested. It shall be a condition of employment for employees to complete the necessary forms to permit the Superintendent to obtain the CORI report for each employee.

CORI report review for individual employees shall take place not more than once every three (3) years. Employees may, upon request, receive a copy of the CORI report received by the Superintendent.

All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent with only the Superintendent and his Executive Secretary having access to the CORI report with entries. CORI reports with entries shall be maintained with a blank cover sheet over the CORI report. Upon termination of employment an employee may request in writing that he/she be given his/her reports. Such reports shall be given to the employee within ten (10) days of the request.

After review of a CORI report the Superintendent, if he/she deems necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

APPENDIX E

ACCESS TO KEYS POLICY

WINTHROP SCHOOL DEPARTMENT

ACCESS TO KEYS POLICY

I, _____, an employee at the _____ School in Winthrop, Massachusetts acknowledge that I have been given keys to the _____ School(s). I understand and agree that as a recipient of the keys to the school I may access the school as needed in order for me to perform my job. I further understand that I am not permitted to make additional sets of keys without authorization from _____ nor am I permitted to transfer, give or loan the keys to any individual who has not been authorized by _____, Principal of the _____ School to receive a set of keys.

A violation of this policy may subject me to discipline.

Employee

APPENDIX F

Winthrop Public Schools **Electronic Communication System/Network** **Acceptable Use Policy** **WPS Staff**

It is the policy of the Winthrop Public Schools that staff will use the school district's electronic communication system/network ("system/network"), including the Internet, voice mail and email, in a responsible, legal and ethical manner. Failure to do so or otherwise to comply with this Acceptable Use Policy may result in the suspension or termination of system/network privileges for the user, disciplinary action up to and including discharge, and/or prosecution under federal or state law.

PURPOSE

The system/network is the property of the school district and is intended to be used for business purposes only. This may include using the system/network to conduct research and to communicate with others concerning educational and business matters.

ACCEPTABLE USE

Use of the system/network is a privilege, not a right. Any use of the system/network must be consistent with, and directly related to, the educational objectives and business purposes of the Winthrop Public Schools. A violation of the terms of this Acceptable Use Policy may result in the suspension or termination of system/network privileges, and also may result in other disciplinary action, consistent with any applicable collective bargaining agreements, statutes or district-wide disciplinary policies. Users should be aware that violation of these provisions that constitute a crime also may result in criminal prosecution.

The following conduct violates the Acceptable Use Policy:

1. Using the system/network for personal or recreational purposes or activities.
2. Sending "chain letters" or "broadcast" messages to lists or individuals, or subscribing to "listserves" or "newsgroups," without permission.
3. Accessing discussion groups or "chat rooms" whose purpose is not primarily educational.
4. Using the system/network to buy, sell or advertise anything, without permission.
5. Using the system/network for gambling purposes.
6. Using the system/network for political campaigning purposes, including but not limited to attempts to influence ballot questions or to promote or oppose a candidate for public office.
7. Using or transmitting profane, obscene, vulgar, sexually explicit, threatening, defamatory, abusive, discriminatory, harassing, criminal or otherwise objectionable

messages or materials via the system/ network. Employees also are prohibited from visiting Internet sites posting such materials and from downloading or displaying such materials.

8. Using the system/network for illegal purposes, in support of illegal activities, in a manner that violates *any federal or state law, or for an activity prohibited by school district policy, including but not limited to the spreading of computer viruses.
9. Using another person's password or pretending to be someone else when using the system/network.
10. Accessing, reading, altering, deleting or copying another user's messages or data without express written approval.
11. Attempting to gain unauthorized access to system/network programs or computer equipment, including attempts to override, or to encourage others to override, any firewalls established on the system/ network.
12. Installing software or data on the system/network without first having the information scanned by the system/network administrator for viruses or other incompatibility.

Employees are required to comply with copyright, software licenses and intellectual property laws. The school district strongly condemns the illegal distribution (otherwise known as "pirating") of software. Any users who are caught transferring such files through the network, and whose accounts are found to contain such illegal files, shall have their system/network privileges terminated. In addition, all users should be aware that software piracy is a federal offense and is punishable by a fine or imprisonment.

MONITORED USE

All messages and information created, sent or retrieved on the system/network are the property of the Winthrop Public Schools, and should not be considered to be confidential. The system/network's backup mechanism automatically stores communications, including those that employees "delete." Although the school district does not plan to review such communications on a regular basis, it reserves the right to access and monitor all messages and information on the system,, as it deems necessary and appropriate in the ordinary course of business, to prevent abuse by employees, to ensure the proper use of resources, and to conduct routine maintenance. Where appropriate, communications, including text and images, may be disclosed to law enforcement officials in response to proper requests, or to other third parties in the context of proper requests in the course of litigation, without the prior consent of the sender or receiver. Employees who use the system/network are considered to have consented to such monitoring and disclosure.

The system/network is not to be considered as a resource intended for use as a public forum or for any purpose that is not directly related to the school district's business interests.

Email messages are public records, subject to disclosure under G.L. c. 66, § 10. Email communications, therefore, should be printed and maintained in hard copy in the school district's files, so that they can be made available to the public, upon request, for inspection and copying.

Employees should avoid sending documents or information containing confidential or sensitive material, such as student record and personnel information, via the system/network, due to concerns relating to the security of such documents or information.

Employees should not discuss litigation in email messages, because such messages are not privileged and are subject to discovery in litigation against the school district.

LIABILITY

The Winthrop Public Schools assumes no responsibility or liability for -

1. Any unauthorized charges or fees incurred as a result of an employee's use of the system/network, including but not limited to telephone charges, long distance charges, per minute surcharges and/or equipment or line charges.
2. Any financial obligations arising out of the unauthorized use of the network for the purchase of products or services.
3. Any information or materials that are transferred through the system/network.
4. Any cost, liability or damages caused by a user's violation of this Acceptable Use Policy, or any other inappropriate use of electronic resources of the Winthrop Public Schools.

The Winthrop Public Schools makes no guarantee, implied or otherwise, regarding the reliability of the data connection, and shall not be liable for any loss or corruption of data resulting while using the system/ network.

WINTHROP PUBLIC SCHOOLS
ELECTRONIC COMMUNICATION SYSTEM/NETWORK
ACCEPTABLE USE POLICY

EMPLOYEE CONFIRMATION OF RECEIPT

I certify that I have received, been provided an opportunity to ask questions about the content of, and understand the Electronic Communication System/Network Acceptable User Policy of the Winthrop Public Schools.

I acknowledge the Winthrop Public School telecommunication system including, but not limited to, voice mail, fax mail, electronic mail, and access to the Internet is Winthrop Public School property and by my use of the system consent to the monitoring of the system.

I further acknowledge that my continued access to the telecommunication system is conditioned upon strict adherence to the policy. Any violation of this policy or use of the Winthrop Public School telecommunication system for improper purposes shall subject me to discipline, up to, and including, discharge.

Employee Name

Employee Signature

Date