

AGREEMENT

BETWEEN

THE

GREATER LOWELL TECHNICAL HIGH SCHOOL

SCHOOL COMMITTEE

AND

SEIU LOCAL 888, CHAPTER 159

CUSTODIAL PERSONNEL

JULY 1, 2007 - JUNE 30, 2010

ARTICLE I

RECOGNITION

Pursuant to the certification by Massachusetts Labor Relations Commission, Case No. MCR-2149, the Committee hereby recognizes SEIU Local 888, Chapter 159 the exclusive representative bargaining agent for the purpose of collective bargaining with respect to wages, hours of employment, standards of productivity, and other conditions of employment for all school custodians.

Definition of types of custodial employees referred to in this Agreement:

- A) Full-Time Custodian: A custodial employee who is appointed by the Superintendent-Director and who works a regularly scheduled work week. Said employee is entitled to all the benefits of this Agreement.
- B) Temporary Custodian: A custodial employee who replaces full-time custodial employees on a temporary basis. Said employee is not entitled to any of the benefits of this Agreement.
- C) Regular Custodian: A custodial employee who is hired to fill a vacancy caused by the termination of a full-time custodian. Said employee, after ninety (90) days of continuous employment, is entitled to the benefits of this agreement except those contained in Articles XIX, XX, XXI, XXII, XXIII, XXIV, XXV and XXVI inclusive.

Effective January 1, 2003, positions of part-time custodians will be added to the Contract. Said part-time custodian positions may be either 10 month or 12 month positions.

Part-time custodians will work no less than 15 hours and no more than 20 hours per week and will be paid salary on a prorated basis in accordance with the Contract.

Employees working less than 20 hours will earn ½ a benefit day per month.

Duration:

Contract shall be effective as of July 1, 2007, and continues in effect until midnight on June 30, 2010.

ARTICLE II

UNION DUES CHECKOFF

- A. For the duration of this agreement or for such time as SEIU Local 888 Chapter 159 shall be certified as the exclusive bargaining agent for the employees covered by the agreement, whichever occurs first, the Committee agrees to deduct from the pay of Union members when so authorized voluntarily and in writing by said Union members, union dues as designated in said written authorization.

Said Union dues deduction as authorized shall be deducted from Employee's earnings every month and shall be remitted to the Treasurer of Union SEIU Local 888 Chapter 159 by the tenth day of the month following said deduction providing said Union treasurer has posted bond as required by law.

Said authorization of Union dues deduction from earnings may be cancelled by an employee upon written notice to the treasurer of Union SEIU Local 888 Chapter 159, to the Treasurer, and to the Committee. The cancellation of dues authorization shall be effective at the end of the third wage or salary period following receipt of the written cancellation notice.

ARTICLE III

POSTING UNION NOTICES

Bulletin board space shall be provided by the Committee in the School for posting of notices by Union SEIU Local 888 Chapter 159.

ARTICLE IV

STEWARDS

The Committee recognizes the right of Union SEIU Local 888 Chapter 159 to designate two stewards from the list of its full-time employees. Said stewards shall serve as a channel of communication between the Committee and Union SEIU Local 888 Chapter 159. Union SEIU Local 888 Chapter 159 will, in writing, furnish the Superintendent-Director with the name of its designated stewards and other representatives immediately following such designation and shall forthwith, in writing, notify the Superintendent-Director in the event of any change in the persons so designated. The Committee will recognize alternate stewards in case of absence of regular stewards.

ARTICLE V

ACCESS TO PREMISES AND UNION ACTIVITIES

The Committee agrees within seven days written notice of request for Union SEIU Local 888 Chapter 159, to provide said Union access to all applicable employees' payroll records. Further, the Committee agrees to recognize any authorized Union SEIU Local 888 Chapter 159 official or the steward for Union SEIU Local 888 Chapter 159 in accordance with Article IV, and to permit the same to visit the Committee's Administration Office to investigate working conditions or grievances during working hours, for the purpose of adjusting disputes between the Committee and Union SEIU Local 888 Chapter 159, provided that those investigating first receive the permission of the Superintendent-Director or his designee as to visitations to the Committee's Administration Office.

ARTICLE VI

STATE LAWS

The Committee and Union SEIU Local 888 Chapter 159 recognize and adhere to all applicable State Labor Laws, and to applicable Rules and Regulations.

ARTICLE VII

CONTINUITY OF EMPLOYMENT

Union SEIU Local 888 Chapter 159 and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. Neither Union SEIU Local 888 Chapter 159 or any of its members shall, for the term of this agreement, engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

ARTICLE VIII

EFFECT OF AGREEMENT

Should any Article, Section or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Article, Sections and Clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Articles, Section or Clauses.

ARTICLE IX

REOPENING OF CONTRACT

The parties to this agreement shall open negotiation for a new agreement no later than 90 days before termination of said contract.

The parties further agree that such negotiations may be opened sooner by mutual agreement of the parties, but in no event shall such negotiations commence later than 90 days before said termination.

Notwithstanding the foregoing, it is mutually understood by the Committee and Union SEIU Local 888 Chapter 159 that this applies only so long as Union SEIU Local 888 Chapter 159 remains certified by the State Labor Relations Commission as the exclusive representative for collective bargaining of those employees set forth in Article I of this agreement.

ARTICLE X

OFFICE HOURS

It is recognized that the School Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Greater Lowell Technical High School in all its aspects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of these general regulations. It shall further be recognized that all work schedules, hours, and assignments are to be established and/or changed by the employee's supervisor and approved by the Superintendent-Director or his designee.

Present work hours for the first shift are 7:00 to 3:30 with ½ hour for lunch. Flexible hours timeframe for lunch.

Present work hours for the second shift are 3:30 to 11:30 with time for break.

ARTICLE XI

PAY DAY

Staff members are paid on alternating Fridays, 26 times per year. Each check covers work for the calendar period of two weeks, ending at 4:30 p.m. on the preceding Friday. When the office is closed on Friday, payment will be made on the last regular workday that week. A pay statement will be enclosed in the pay envelope, explaining any additions and/or deductions from regular salary.

All pays containing any errors will be rectified within three (3) work days from the day the pay was issued.

Full-time employees will receive an annual report on their sick leave accumulation.

ARTICLE XII

EXAMINATIONS FOR TUBERCULOSIS

No person known to be suffering from tuberculosis in a communicable form, or having evidence or symptoms thereof, shall be employed or continue in employment at any school in the Commonwealth, including any college or university, in any capacity which might bring him/her into direct contact with any student at such school.

Immediately prior to his/her entering into any such employment, and at least every three years during the course of this employment thereafter, each school superintendent, principal, director, teacher, food handler, janitor, school bus driver shall file with the Superintendent-Director or other person having charge of such school, on forms furnished by the Department of Public Health and approved by the Department of Education, a report made by a registered physician, relative to his freedom from tuberculosis in a communicable form, and such report shall be kept as a part of the records of such school authorities. (Specific details and interpretation are given in the law).

ARTICLE XIII

LEAVE OF ABSENCE

A leave of absence, without pay, may be granted by the Superintendent-Director when conditions warrant. Requests outlining reasons and length of absence must be presented, in writing, to the Superintendent-Director. The Superintendent-Director will make the final determination. No benefits will be accrued while on a leave of absence status. Blue Cross and life insurance may be continued for the duration of the leave with full cost to be borne by the employee.

The parties recognize and hereby incorporate by reference the provisions of the so-called Family Medical Leave Act.

ARTICLE XIV

MILITARY LEAVE

Full-time and regular employees will be granted military leave to fulfill obligations to the United States Armed Forces. Up to two (2) weeks of annual military leave may be granted with no loss in total pay. Compensation by the military will be deducted from the employee's pay for that period, upon his/her request. Any official leave of absence, without pay, will be granted for active duty in any branch of the Armed Forces of the United States. When the person is released from such service, he/she will be eligible for re-employment provided he/she notifies the District within fifteen (15) days that he/she intends to return to work within thirty (30) days.

ARTICLE XV

AVAILABILITY DURING SCHOOL CLOSINGS

Whenever school has to be closed because of an epidemic, damage to a building, faulty heating, severe weather conditions or any other cause, 12-month, full-time and regular employees shall hold themselves ready to do any work connected with the school which may reasonably be expected of them, under the direction of the Superintendent-Director. If an employee is unavailable during the time his salary is being continued, he risks losing the pay if his or her services are required.

ARTICLE XVI

LEAVE FOR JURY DUTY

Any full-time and/or regular employee called for duty on a jury shall be entitled to receive the difference between his or her salary and the amount of compensation for such duty if the amount of compensation is less than salary. A statement from the court showing the dates that the employee served as a juror and the reimbursement received shall be submitted to the Superintendent-Director.

ARTICLE XVII

OVERTIME

All overtime work must be approved by the Superintendent-Director or his designee. Any full-time or regular employee who works in excess of eight hours in one day or forty hours in one week shall be paid for such work at one and one-half (1 1/2) times his/her regular straight time hourly rate. If any full-time or regular employee is required to work on a holiday, the employee shall receive one and one-half (1 1/2) times his/her regular straight time hourly rate in addition to the holiday pay. A minimum of

four hours shall be guaranteed on any recall. For all functions which require the services of a custodian, full-time personnel will be given preference over part-time personnel. Custodian supervision may or may not be required for all overtime work depending on the amount of personnel involved as determined by the Superintendent-Director.

A revolving overtime list will be established of full-time and regular personnel by seniority and will be strictly adhered to.

ARTICLE XVIII

RESIGNATION OR TERMINATION

When a full-time or regular employee intends to resign or retire from his/her position with the School Committee, an advance notice equivalent to his/her annual vacation time (or a minimum of two (2) weeks) is expected. A terminating employee must return all outstanding tangible items in his/her care and clear all accounts with the bookkeeping department. A terminating employee is responsible for items not returned. Settlement must be made prior to the final check issuance.

ARTICLE XIX

INSURANCE

1. The Committee agrees to pay 80% of an Indemnity Plan or 85% of a Health Maintenance Organization (HMO) Plan in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws. Said insurance programs will be the best available under the aforementioned statute(s). Any full-time employee who does not elect to participate must sign a waiver within 31 days of commencement of employment. Any regular employee who does not elect to participate must sign a waiver within 121 days of commencement of employment.
2. The Committee agrees to pay seventy-five percent of a dental plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1) and 80% coverage on restorative and other basic service (Type 2). Deductibles will apply to Type 2 services.
3. The Committee agrees that, effective July 1, 2009, custodial employees who retire shall have the right to continue family plan health insurance coverage at the rate of 50% employer paid.

ARTICLE XX

LIFE INSURANCE

The Committee agrees to provide term insurance in the amount of \$20,000.00 for all full-time employees and further agrees that if any other employees of the Committee receive term insurance in excess of \$20,000.00, said increases shall be reflected for the covered employees of this bargaining unit.

ARTICLE XXI

TRAVEL EXPENSES

Employees traveling on District business shall be reimbursed per mile at the rate established by the Federal Government and other approved expenses. All such expenditures shall be approved in advance by the Assistant Superintendent/Business.

ARTICLE XXII

HOLIDAYS

The following paid Holidays will be granted to full-time employees.

New Year's Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day
Labor Day	

If any of the above holidays fall on Saturday or Sunday, an additional day off will be granted to the full-time employee.

At the discretion of the Superintendent-Director or his designee, a like number of days afforded to any other group of personnel employed by the Greater Lowell Regional Vocational-Technical School shall also be given to the full-time members of this bargaining unit as long as the continuity of operations is not disturbed.

ARTICLE XXIII

BEREAVEMENT LEAVE

Employees will be granted up to three (3) days at any one (1) time in the event of death requiring attention by the employee of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, aunt, uncle or other member of the immediate household. In extenuating circumstances the Superintendent-Director may grant other or longer funeral leave.

ARTICLE XXIV

PERSONAL LEAVE

Personal leave for full-time employees shall be allowed on a non-cumulative basis, three (3) days of paid personal leave for imperative personal business. Requests for such leave must be in writing to the immediate supervisor not less than twenty-four (24) hours prior to the absence whenever possible.

ARTICLE XXV

VACATION

Vacation time for full-time employees shall be earned monthly and can be used as accumulated. An employee requesting earned vacation pay will be paid on the last scheduled payroll prior to vacation, provided a three week notice, in writing, is given to the payroll department. A holiday in a vacation period will not be charged to vacation time. All vacations must be scheduled in advance with the immediate supervisor who will review all vacation requests and approve or disapprove vacations to insure that the continuity of the operation is not disturbed. Employees may work and receive salary on straight time in lieu of vacation, only upon approval of the Superintendent-Director.

If an employee is called back to work while on vacation, he/she will be granted a like amount of compensatory time off at a later date.

LENGTH OF EMPLOYMENT

VACATION WITH PAY

Less than one year

One (1) day for each full month, to ten (10) days

At least one (1) year but less than five (5) years

Ten (10) days

At least five (5) years (employee must complete his fifth year of employment during the calendar year vacation is taken)

Fifteen (15) days

In the tenth (10th) year of employment

Twenty (20) days

At least twenty (20 years)

Twenty-Five (25) days

ARTICLE XXVI

SICK LEAVE

Full-time employees will receive 15 days of annual sick leave on July 1st of each year starting July 1, 1981. Notwithstanding the above paragraph, any new full-time employee will earn sick leave at the rate of 1 1/4 days per month until July 1st following his/her anniversary date of hire. All sick leave not used in the year of service for which it is granted shall have unlimited accumulation. For periods of four days or more, a certificate from the attending physician may be required.

ARTICLE XXVII

SENIORITY AND BIDDING OF JOBS

A full-time employee shall acquire seniority status upon completion of thirty (30) days employment and upon completion of said thirty (30) days, his/her seniority shall date back to the first day of his/her employment. Such seniority will be one of the factors considered at all times in matters of:

- (1) Department Vacation Time
- (2) Schoolwide Posted Job Vacancies within Bargaining Unit
- (3) Change of Shifts and,
- (4) Overtime.

A regular employee shall acquire seniority status upon completion of ninety (90) days employment and upon completion of said ninety (90) days, his/her seniority shall date back to the first day of his/her employment. Such seniority will be one of the factors considered at all times in matters of:

- (1) Schoolwide Posted Job Vacancies within Bargaining Unit
- (2) Change of Shifts and,
- (3) Overtime.

All contemplated job openings within the bargaining unit will be posted for seven (7) consecutive days within the school.

All reduction in force will be by strict seniority; all recalls because of such reduction in force shall be by strict seniority.

ARTICLE XXVIII

GRIEVANCE PROCEDURE

- A. A "Grievance" is hereby defined as a complaint by a non-certified employee or group of non-certified employees on an alleged violation of this agreement, or any controversy, misunderstanding or dispute arising as to the interpretation, application, or observance of any of the provisions thereof.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to the employee's bargaining representative shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered.
- D. A grievance that affects a group of non-certified employees may be submitted in writing to the Superintendent-Director directly, and the processing of such a grievance shall commence at Step 3.

STEP ONE

When a non-certified employee has a grievance, the aggrieved employee shall informally present the grievance to his/her supervisor within ten (10) days of the incident. The supervisor shall endeavor to settle the grievance in this informal session.

STEP TWO

- (a) If the grievance shall not have been settled, the aggrieved employee shall present the grievance in writing to his/her supervisor. Within three (3) days after receipt of such a presentation, the supervisor shall hold a meeting, which meeting may be attended by the aggrieved employee and the Committee's representative in charge of non-certified personnel.
- (b) Within three (3) days after the conclusion of the Step Two meeting, the supervisor shall submit a copy of his written decision of the grievance to the aggrieved employee, a copy to the employee's bargaining representative, and a copy to the Committee's Negotiator.

STEP THREE

- (a) If the grievance shall not have been settled at Step Two, the employee's bargaining representative may present the grievance in writing to the Superintendent-Director. That presentation shall be made within five (5) days after the date of the decision at Step Two.
- (b) Within five (5) days after receipt of such a presentation, the Superintendent-Director or his designee shall hold a meeting which may be attended by the aggrieved employee, the employee's bargaining representative, and a member of the School Committee designated by its Chairperson.
- (c) Within three (3) days after the conclusion of the Step Three meeting, the Superintendent-Director shall submit a copy of his written decision of the grievance to the employee, a copy to the employee's bargaining representative, and a copy to the Committee's Negotiator.

STEP FOUR

If the grievance shall not have been settled at Step Three, the employee's bargaining representative may, in writing, request a review hearing before the full School Committee. The request for said review hearing shall be made not later than three (3) days from receipt of the Superintendent-Director's written decision as provided for in Step Three. The review hearing shall be held within five (5) days after the receipt of the written request for same from the employee's bargaining representative.

STEP FIVE

If the grievance shall not have been settled at Step Four, the employee bargaining representative may cause the grievance to go to binding arbitration. To do so, the employee's bargaining representative shall, within thirty (30) days after receipt of the Committee's Step Four decision, file for binding arbitration. The Committee shall pay one-half of the arbitrator's fees and expenses, if any are chargeable, and the other half shall be paid by the employee's bargaining group.

ARTICLE XXIX

UNIFORMS

The Committee shall annually provide, on August 1st of each year, five (5) uniforms and one (1) pair of work shoes reimbursed up to \$75.00 to the employees. Such uniforms may include three (3) short-sleeve polo shirts. (Steward has input). Once every three years of service on or about October 1, the Committee shall provide directly to each custodian a winter jacket.

ARTICLE XXX

WAGE AND SALARY SCHEDULE

Lead Custodian Salary Schedule
2007-2008 (3%)

\$53,170

JULY 1, 2007 to JUNE 30, 2008 (3%)

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>1st Shift</u>	\$37,009	\$37,734	\$38,456	\$39,180	\$39,905	\$40,639	\$41,164
<u>2nd Shift</u>	\$38,352	\$39,076	\$39,800	\$40,523	\$41,247	\$41,983	\$42,508

Lead Custodian Salary Schedule
2008-2009 (3%)

\$54,765

JULY 1, 2008 to JUNE 30, 2009 (3%)

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>1st Shift</u>	\$38,119	\$38,866	\$39,610	\$40,356	\$41,102	\$41,858	\$42,399
<u>2nd Shift</u>	\$39,503	\$40,248	\$40,994	\$41,739	\$42,485	\$43,242	\$43,783

Lead Custodian Salary Schedule
2009-2010 (3%)

\$56,408

JULY 1, 2009 to JUNE 30, 2010 (3%)

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>1st Shift</u>	\$39,263	\$40,032	\$40,798	\$41,566	\$42,336	\$43,114	\$44,271
<u>2nd Shift</u>	\$40,688	\$41,456	\$42,224	\$42,991	\$43,759	\$44,540	\$45,697

NOTE: Column 7 includes added \$600 in last year (2009-2010)

2. The Committee shall pay one custodian who has been pool certified an annual stipend of \$750.00

ARTICLE XXXI

LONGEVITY

Full-time custodians shall receive as compensation the following remuneration for service in Lowell Trade and Vocational School and/or the Greater Lowell Regional School.

- \$700 total longevity - 16th through 19th years of service
- \$1400 total longevity - 20th through 24th years of service
- \$2000 total longevity - 25th or more years of service

SIGNATORY CLAUSE

IN WITNESS WHEREOF, the parties to this agreement have caused these presents to be executed by their agents duly authorized and their seals to be affixed hereto as of this _____.

FOR THE GREATER LOWELL REGIONAL SCHOOL COMMITTEE:

Mildred [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR SEIU Local 888 Chapter 159:

Roger [Signature]
[Signature]
[Signature]
[Signature]

Approved: _____ Long & DiPietro - General Counsel