

**AGREEMENT**

**BETWEEN**

**HAMPDEN-WILBRAHAM REGIONAL SCHOOL DISTRICT**

**AND**

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**LOCAL UNION NO. 404**

**CUSTODIANS (UNIT C)**

**JULY 1, 2017 – JUNE 30, 2019**

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## AGREEMENT

THIS AGREEMENT made and entered into at Wilbraham, Massachusetts on the \_\_\_\_\_ day of August, 2017 by and between the Hampden-Wilbraham Regional School District located at Wilbraham, Massachusetts, hereinafter designated and referred to as the Committee and the General Teamsters Local Union No. 404, located at Wilbraham, Massachusetts, hereinafter designated and referred to as the Union, which is an employee organization acting as the agent of the employees in the Bargaining Unit described in this Agreement, hereinafter designated and referred to as the employees.

## WITNESSETH

WHEREAS in the matter and to the extent provided in this Agreement, the Committee, the Union and the employees desire to enter into an agreement relating to wages, hours and other conditions of employment for the non-teaching employees covered by this Agreement.

NOW THEREFORE in consideration of the mutual agreements herein contained and the performance by each of the Parties of the terms and provisions of this Agreement, all as hereinafter set forth, the Committee, the Union and the employees hereby mutually and jointly agree as follows:

### ARTICLE 1 – PREAMBLE

**Paragraph 1.** Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the efficient and proper operation of the Hampden-Wilbraham Regional School District and that the legitimate and mutual interests of the employees, the students and the residents within the Hampden-Wilbraham Regional School District are directly related to the quality and efficiency of the facilities provided by the Committee, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations between the Committee and the Union, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment to disputes or differences which might arise from time to time, to provide for the implementation of the rights and benefits of the employees as described in this Agreement, to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operations and quality of performance, and to assure the continuity of the operations, facilities and services under the jurisdiction of the Committee.

**Paragraph 2.** The Committee and the Union, for itself and on behalf of each employee in the bargaining unit, recognize and accept the duty to cooperate fully, faithfully, individually and collectively in adherence to the provisions of this Agreement.

**Paragraph 3.** The Committee and the Union recognize that Custodial and Maintenance Employees are an important element in the successful operation of the school. The Committee and the Union further recognize the importance of a proper physical plant environment and the contributions and responsibilities of the custodial and maintenance staff in this regard.

**Paragraph 3a.** The parties agree to establish an Employee Relations Committee (ERC), which shall meet on a monthly basis to discuss matters as the parties may determine. The School Committee agrees to have its agents in attendance as necessary for a proper discussion of the matters presented.

## **ARTICLE 2 - RECOGNITION**

**Paragraph 4.** Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and the certification issued by the Massachusetts Labor Relations Commission on March 30, 1995 (MCR-4334), the Committee, during the term of and to the extent provided in this Agreement, recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment in the bargaining unit consisting of all regular, full-time and regular, part-time custodians, general maintenance and skilled maintenance employees employed by the Committee in the Hampden-Wilbraham Regional School District at Wilbraham, Massachusetts, excluding head custodians, custodial and maintenance supervisors, directors of maintenance, managerial and confidential employees and all other employees. Except when the Union is notified otherwise in writing, the Committee designates its Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of the paragraph are intended only to describe the employees covered by this Agreement, and not any particular work, and all reference to an employee or employees in this Agreement shall be deemed to include male and female employees, as the case may be.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

**Paragraph 5.** The right and responsibility to operate and manage the Hampden-Wilbraham Regional School District and the custodial and maintenance activities of the District, to select and direct the work of the employees and to direct and control the use of its properties and facilities are vested exclusively in the Committee and its designated agents. These rights include, without being limited to: the right to determine and change the number and qualifications of all custodial and maintenance employees, to determine and change work programs; to select, employ, test, train, assign, transfer and promote custodial and maintenance employees, and to periodically evaluate and determine their qualifications; to discipline, suspend, or dismiss custodial and maintenance employees for just cause; to limit Union activities, the distribution of literature and solicitation for money or for other purposes during working hours and on the premises under the control or supervision of the Committee; to organize the supervisory staff and the custodial and maintenance employees and to establish, change and discontinue their duties, including the right to introduce and change methods, facilities, operations, processes, services and techniques; to obtain from any source and to contract and subcontract for material, services, supplies and equipment; to establish and change any form of employee benefits in excess of or in addition to those provided in this Agreement; to establish, modify and enforce policies and regulations regarding custodial and maintenance operations, schedules, safety regulations and all other rights pertaining to the operation and management of the Hampden-Wilbraham Regional School District and the business of the Committee and the establishment and change of conditions of employment not

specifically given in this Agreement to the Union or to the custodial and maintenance employees, provided however that none of these rights shall be exercised by the Committee contrary to any provision of this Agreement. The failure by the Committee to exercise any of these rights as provided in this paragraph shall not be construed as a waiver of these rights. The exercise by the Committee of any of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration, except when such action by the Committee or its designated agents is contrary to a specific provision of this Agreement.

**Paragraph 6.** Nothing in this Agreement shall limit or in any way restrict the right of the Committee to include employees employed by the Committee who are not in the bargaining unit in the benefit programs as provided in this Agreement on a different basis than for employees in the bargaining unit.

**Paragraph 7.** The Union enters into this Agreement on its own behalf and as the collective bargaining representative of the employees in the bargaining unit described above in the recognition clause.

**PARAGRAPH 8.** The Committee recognizes that the opinions, concerns and ideas of the custodial and maintenance staff are of significant value in the operation and maintenance of the school plant. Therefore, in the manner and to the extent provided in this article, the Committee agrees to establish a consultation procedure for the free exchange of facts, opinions, concerns, proposals and counter proposals.

To achieve the purpose described immediately above, the Committee and the Union agree to establish and maintain during the term of this Agreement a Joint Conditions Committee which shall consist of four (4) members, two (2) of who shall represent the Committee and who shall serve at the will of the Committee and two (2) of whom shall represent the Union and serve at the will of the Union.

The Joint Conditions Committee Shall:

1. Establish rules and regulations governing its meetings and procedures
2. Receive and consider formal written proposals from the custodians, the Union and/or the School Administration.
3. Make such recommendations, as it considers appropriate relative to said proposals and to forward in writing such recommendation to the Superintendent of Schools for presentation to the School Committee.
4. The School Committee shall consider the recommendation received and shall promptly advise the Joint Conditions Committee in writing of its disposition of said recommendation.
5. The decision of the School Committee is disposing of said recommendation shall be final and shall not be subject to the grievance procedure or to arbitration.

## ARTICLE 4 – NON-DISCRIMINATION

### Paragraph 9.

**Section I.** - The Employer and the Union agree not to discriminate against any person covered by this Agreement, with respect to their employment, based on their race, religious creed, national origin, ancestry, age (if 40 years of age or older), sexual orientation, sex or exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity or other bases protected by applicable law, including but not limited to, qualified handicapped persons who can perform the essential functions of a position with reasonable accommodation. The Parties further agree that employees are prohibited from discriminating against any person with whom they come into contact with during the course of their employment based on their race, religious creed, national origin, ancestry, age, sex, handicap or other basis protected by applicable law, including but not limited to their exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity.

**Section II.** - The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should engage in or be subjected to such harassment. Employees who engage in such conduct shall subject themselves to disciplinary action. The term-sexual harassment as used herein shall mean sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- a. Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as the basis for employment decisions;
- b. Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

**Section III.** - Employees who have been subject to or have information about an incident or incidents or sexual harassment must report same in writing immediately to the building principal. A grievance alleging a violation of this Article or other unlawful discrimination shall be filed initially at Step II of the grievance procedure. Such action must be brought within ten (10) calendar days from the alleged act or occurrence.

## ARTICLE 5 – PROBATIONARY PERIOD

**Paragraph 10.** The first ninety (90) days of actual work in a full duty capacity by a new employee covered by this Agreement shall constitute such employee's trial period during which no transfer, layoff, suspension, discipline or discharge with respect to such employee shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance procedure or arbitration.

## ARTICLE 6 – CONTINUITY OF OPERATIONS

**Paragraph 11.** The Union and the custodial and maintenance employees agree that during the term of this Agreement, they will not for any reason directly or indirectly cause, encourage, induce, threaten or engage in any work stoppage, slowdown, strike, withholding of services or any interference with the operations or any of the functions of the Committee or of the Hampden-Wilbraham Regional School District.

**Paragraph 12.** The Union, recognizing and accepting its responsibility under the terms of this Agreement, agrees that in the event any custodial and maintenance employee or employees engage in any of the prohibited conduct described in Paragraph 11, the Union shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any custodial or maintenance employee who engages in conduct contrary to the provisions of this Article.

**Paragraph 13.** Any custodial or maintenance employee who engages or participates in any of the prohibited conduct described in Paragraph 11 shall, at the discretion of the Committee, be subject to disciplinary action, up to and including discharge and such action if taken by the Committee, shall not be subject to the grievance procedure or arbitration provided, however, that the fact of the participation of a custodial or maintenance employee in said prohibited conduct shall be subject to the grievance procedure and to arbitration.

**Paragraph 14.** In the event that any custodial and maintenance employee or employees engage or participate in any of the prohibited conduct described in Paragraph 11, the Committee shall have the right to institute and pursue legal action to enjoin the continuance of said prohibited conduct. The Union agrees that such legal action, if initiated or pursued by the Committee, shall not constitute the exclusive remedy available to the Committee nor shall such legal action be construed or deemed to be a waiver of such other rights or remedies as may be available to the Committee under the provisions of this Agreement or under the provisions of law.

**Paragraph 15.** The breach of any of the provisions of Paragraph 31 shall at the option of the Committee terminate the obligation of the Committee to arbitrate a dispute underlying the breach.

## ARTICLE 7 – HOURS AND OVERTIME

**Paragraph 16.1.** The workweek shall begin at 12:01 A.M. on Monday and shall end at 12:00 P.M. on the following Saturday. Eight (8) hours of work, inclusive of a thirty (30) minute meal in any one (1) workday, shall constitute the normal workday and forty (40) hours of work in any five (5) days, Monday through Saturday, shall constitute the normal workweek. Custodians will be relieved of responsibilities in their assigned work areas when actually involved in the service of scheduled activities. The Union agrees with changing to a computerized clock-in process when applicable.

Every six years, (last happened 2016), the District faces a payroll payment calendar issue. Each fiscal pay year routinely allows for 26 bi-weekly pay periods of 14 day (2 week) increments which equals 364 days (26 x14=364). In a normal 365 day year, one day is carried forward to the next year and in a leap year – two days are carried forward. The accumulated effect of the “days carried forward” is that every six years our school District experiences a one week interruption in the pay schedule. The Teamsters contract is based on an hourly rate for its members. Therefore, in the years that the District experiences a one week interruption, the Teamsters will not, as a one week pay period will be added to the pay schedule to accommodate the accumulation of days every sixth year.

**Paragraph 16.2.** During days when school is not in session, employees will normally work 7:00 A.M. to 3:00 P.M. Variations in these hours may occur by practice or by mutual agreement between the Principal or Head Custodians and the Custodian. When a mutual agreement cannot be reached or the normal hours must be changed for a group of Custodians, the Employer will notify the Union of the proposed change and offer it the opportunity to bargain the impact of the change, prior to implementation.

**Paragraph 17.1.** The work schedule for each facility shall be prepared by the Head Custodian in advance and posted for each employee and shall include a requirement of Saturday work on a rotation basis, i.e., each employee shall in turn work on the Saturdays specified in his/her work schedule which will include an equal number of Saturdays as all other employees during a given period of time. If agreeable to his supervisor, an employee may arrange with another employee an exchange of a Saturday workday for a special occasion. Any request for such an exchange shall be submitted in writing on an approved form to the supervisor at least forty-eight (48) hours in advance or unless extreme emergencies for which the exchange is sought.

Failure to work by an employee on a scheduled Saturday shall be cause for him/her to work the following Saturday. In addition, failure to work any scheduled shift, without proper authorization, may subject an employee to disciplinary action up to and including discharge.

**Paragraph 17.2.** Requirements for coverage for facility overtime will be jointly determined by the Head Custodian and the Lead Custodian in that building considering the workload, tasks involved and any safety issues or concerns. If the number of custodians for coverage cannot be agreed upon, then the building principal in consultation with the Director of Facility Operations will review and resolve the matter. The selection of any individual or group of individuals for overtime work shall not be subject to grievance procedure or arbitration.

**Paragraph 17.3.** Employees will be paid one hour pay at time one-half their regular hourly pay for building checks on weekends and one hour pay at two times their regular hourly pay for holidays.

**Paragraph 17.4.** If no custodians volunteer for this work, management has the right to assign personnel to meet the work requirements.

**Paragraph 17.5.** Employees called in for school events shall be paid a minimum of one (1) hour to open and set up and a minimum of one (1) hour to clean and close.

**Paragraph 18.** Requirements for coverage on Saturday evenings will be met by the assignment of two (2) full-time custodians who will be paid time and one-half (1 ½) times their normal hourly rate. All overtime at Minnechaug High School will be met by two (2) full time custodians and not the head custodian. After all full-time custodians are asked, the Employer may ask part-time custodians. If no custodians volunteer for this work, management has the right to assign personnel to meet the requirements on an equitable basis to (1) maintenance employees then custodians; (2) then head custodians; (3) then substitute custodians not assigned to that particular building (full time then part time).

**Paragraph 19.** A custodial or maintenance employee who is requested to perform work in addition to his/her regularly scheduled work shift, shall be paid time and one-half (1 ½) as per Paragraph 17, except in those instances where by contract special rates prevail. Custodians working on Sunday to cover events held by outside vendors shall be paid double their normal hourly rate.

Custodians working to cover events on the Saturday, Sunday or Monday of Labor Day weekend will be paid double their normal hourly rate.

Maintenance and custodial employees called in to work on Sundays and Holidays due to an emergency will be paid at double time.

An employee who reports for work at his regularly scheduled work shift and is able to work, but whose shift is terminated for emergency reasons or for reasons beyond the control of the employee shall receive a minimum of four (4) hours pay. When an event is cancelled with less than forty-eight (48) hours' notice, the employee who signed up for that event will receive a minimum of four (4) hours' pay at straight time rate.

When an employee is called in for an emergency situation, he/she shall receive a minimum for four (4) hours' pay at the applicable overtime rate.

**Paragraph 20.** The Committee will make a reasonable effort to distribute equitably and on a rotational basis, the available overtime work among the employees who are able and available to perform the required work at the required time. The selection of any individual or group of individuals for overtime work shall not be subject to grievance procedure or arbitration. In an effort to distribute overtime in a more equitable manner, when all of the available custodians, (full time then part time) in a particular building refuse to perform work outside of their regularly scheduled hours, then the District may assign such work on an equitable basis to (1) maintenance employees then custodians; (2) then head custodians (3) then substitute custodians not assigned to that particular building (full time then part time).

**Paragraph 21.** Any custodian or maintenance employee who is required to work in a supervisory capacity, shall receive an additional seventy-five cents (.75) per hour.

**Paragraph 22.** If school is cancelled due to weather, it is the responsibility of the employee to work during the hours determined by the head custodian to accommodate a custodians eight (8) hour day as late as 6:00 P.M., however, schools may stay open later at school administration's discretion.

When a normal support and administrative staff work shifts are cancelled part way through a shift due to a snow storm, maintenance staff are required to remain and shall be compensated at double time for the remainder of their work day. Compensatory time in lieu of overtime pay may be granted to maintenance employees at the request of the employee, if approved by the Facility Operations Director for sanding overtime only. The use of compensatory time shall follow all State and Federal Guidelines.

District to provide a weather notification line for custodians and maintenance employees for weather related cancellations and show up times. District will provide a phone number for these employees to call in to hear latest updates. It is the responsibility of custodians and maintenance employees to call in and receive reporting instructions.

**Paragraph 22a.** Custodial assignments at all schools will be based on preference of senior custodial staff assigned to the building. The current number of section assignments at each school shall be maintained and no modification of sections may be implemented by the Building Principal without notice and discussion with the Employee Relations Commission. Prior to the beginning of each school year, union employees shall be afforded the opportunity to bid on the established assignments. The assignments will be awarded by seniority. Should unanticipated staff deficiencies or other emergencies arise, the building principal or his/her designee, may temporarily suspend one (1) or more assignments of a preferred designated area while, in the opinion of the principal, staffing, cleanliness, health or any other emergency exists. In the event of such emergency, the principal shall provide written notice of the temporary suspension of the preferred section assignment and provide a copy of said notice to the union.

## **ARTICLE 8 – INSURANCES**

**Paragraph 23.** The Committee agrees that in the manner and to the extent provided in this Article, it will purchase and maintain in effect, during the term of this Agreement, group insurance for the benefit of each full-time and regular part-time employee in the employ of the Committee in accordance with the following schedule:

- a. The Committee will purchase and pay fifty percent (50%) of the premium for a group life insurance in the amount of \$10,000 on the life of each eligible employee.
- b. The Committee will continue to pay that portion of health insurance premiums paid for other employees of the District.
- c. Individuals who have at least ten (10) years of service in the District and who retire and subsequently draw a pension from the Hampden County Retirement Board will have the option of continuing health insurance as a group member with the District. The District will pay the prevailing percentage contribution toward the retiree's health premium for the plan to which he or she subscribes. The employee will pay the remainder of the premium monthly.

- d. List of insurance options available to employees and the Employer cost percentage.
- e. All employees shall incur a five dollar (\$5.00) per pay period (26 pay periods) increase in contributions to any offered health insurance plan in effect. The five dollar (\$5.00) increase per pay period shall be in addition to any associated premium increases in that fiscal year.
- f. Insurance co-pay cost share percentage for single BC/BS plan will be amended from 83% / 17% to 78% / 22% and continue the \$5.00 per pay period deduction for insurance.

All claims for benefits under the provisions of this clause or under the provisions of said insurance policies shall be presented by the employees directly to the insurance carriers. Decisions by an insurance carrier pertaining to the insurance policies or programs or to the payment of benefits under said policies shall not be cause for nor subject to the grievance procedure or to arbitration.

### **ARTICLE 9 – SEVERANCE PAYMENT**

**Paragraph 24.** After one (1) full year of employment, all custodians and maintenance employees shall receive proportionate vacation time pay upon termination of employment. If termination is caused by death; such payment shall be made to the custodian’s spouse or beneficiary.

**Paragraph 25.** The Hampden-Wilbraham Regional School District will require any future retirements to notify the Business Office by a date of no later than February 1<sup>st</sup> in writing on a form furnished by the District to receive severance in that year. The purpose of this deadline is for budgeting purposes.

### **ARTICLE 10 – JURY DUTY**

**Paragraph 26.** A custodian or maintenance employee actually serving on jury duty on a workday or who actually reports to the Court for jury service as required by said Court for any portion of a workday, shall receive his/her regular rate of pay for each day served. (Jury pay received for service on non-working days shall not be remitted to the School Committee.) The employee shall immediately notify his supervisor in writing on an approved form upon receipt of notice of jury duty and provide the employer with written verification of the date(s) of jury duty. The employee shall submit written proof of the date(s) of jury service as soon as jury service is completed. If the employee is unable to receive immediate verification of his/her jury service from the Court of the Office of the Jury Commissioner, the employee shall submit such verification as soon as he/she receives it.

The employee shall endorse his/her jury duty compensation over to the Hampden-Wilbraham Regional School District.

## **ARTICLE 11 – SENIORITY**

**Paragraph 27.** Seniority shall be based on present continuous active employment from the employee's most recent date of hire. Leaves of absence approved by the Committee shall be included in the computation for seniority. Employment by the Region, other than present continuous employment, is specifically excluded for seniority purposes. In cases of identical seniority, and where the criteria set forth in the reduction in staff clause are equal in the judgment of the Superintendent and/or the School Committee, seniority shall then be determined by the date on the employee's formal application. Annually on or before July 1<sup>st</sup>, the School Committee shall post a seniority list and send a copy to the Union upon request.

## **ARTICLE 12 - RIGHT TO EXAMINE PERSONNEL FILE**

**Paragraph 28.** In the manner and to the extent provided in this paragraph and upon receipt of a written request to the Superintendent, an employee shall have the right, at reasonable intervals and at a time mutually convenient to the custodian or maintenance employee and the Superintendent, to review the contents of his/her personnel file, except for confidential references received by the Committee at the time of his/her employment. The employee shall acknowledge that he/she has had the opportunity to review the contents of his file by affixing his/her signature to a memorandum to that effect subject to the understanding that the signature by the employee on said memorandum does not necessarily indicate his/her agreement with the contents of his personnel file.

## **ARTICLE 13 – NOTIFICATION OF COMPLAINTS**

**Paragraph 29.** An employee shall be notified of any written complaint, which has been presented against him/her. Subject to receipt of a written request, an employee shall have the right to examine any written complaint so received and be informed of the name of the complainant. An employee shall file with the Superintendent an answer in writing and such answer, if filed, shall be attached to the file copy of the complaint.

## **ARTICLE 14 – JOB VACANCIES AND TRANSFERS**

**Paragraph 30.** Notice of a job vacancy other than in work sections will be posed in all schools for ten (10) working days prior to the filling of the vacancy and posted on the District website. Also an electronic copy will be sent to the current Union Steward via email. The vacancy shall describe the required qualifications, duties, shift times and schedule. If the Committee or its designee decides to fill a vacant position, the District will:

1. Post the vacancy within 30 days
2. If an employee desires to be considered for posted jobs during the employee's vacation or leave of absence, the employee shall notify his/her immediate supervisor and the Union Steward in writing. Once such notice has been provided, the Union Steward will be allowed to add the employee's name to the bid list.

3. The Hampden-Wilbraham Regional School District will notify the Local Union of any temporary job vacancies created by a long term absence and shall be filled by a method agreed to by the Local Union and the Hampden-Wilbraham Regional School District. Long term shall be constituted as a period of 20 working days or more.

In selecting an applicant to fill a job vacancy, the Principal or its designee will assign the vacancy based on a regular employee's full/part-time seniority and provided they are qualified for the job. Regular full/part-time employees in their order of seniority and provided they are qualified for the job, shall have the right to select the said posted vacancy. A selection of an applicant by the Committee or its designee to fill a vacancy as provided in this Article shall not be subject to the grievance procedure and arbitration as provided in the Agreement.

**Paragraph 31.** Custodial and maintenance shift transfers shall be made in a judicious manner and shall, to the extent possible, be voluntary. In the event that there are no volunteers, the School Committee may, in its sole discretion, transfer an individual or if necessary individuals to another shift, provided further that in selecting an individual for the transfer, consideration will be given to the employee's competence, his/her length of service in the Hampden-Wilbraham Regional School District and the good of the school system. A transfer made under the provisions of this paragraph shall not be subject to grievance or arbitration.

**Paragraph 32.** Custodial employees desiring a transfer to another school, shall submit a written request therefore to the Superintendent. Requests for transfer will be acknowledged either in writing or by an interview, and if the transfer is approved or denied, the reason therefore will be given.

## **ARTICLE 15 – EVALUATIONS**

**Paragraph 33.** The "work performance" of a custodial or maintenance employee shall be supervised and evaluated by his/her immediate supervisor.

**Paragraph 34.** An annual evaluation of the work performance of each custodial and maintenance employee shall be made by the Head Custodian or other duly authorized qualified person, not a member of the bargaining unit. A custodial or maintenance employee shall have the opportunity to review and discuss his/her annual evaluation with the Evaluator. Following such discussion the custodian shall acknowledge that he/she has reviewed said report by affixing his signature subject to the understanding that his/her signature does not necessarily indicate his/her agreement with the content of the report. In the event of an unfavorable report, the custodian shall have the right to present to the Superintendent a written statement of his/her disagreement and his/her statement, if presented, shall be attached to the file copy of the report.

## ARTICLE 16 – REDUCTION IN STAFF

**Paragraph 35.** The size of the staff and/or any increase or reduction thereof, shall rest in the sole and exclusive discretion of the School Committee except as such action would conflict with this Agreement. In the manner and to the extent provided in this Article, seniority within the specific job category (Class A-Custodial and Class B-Maintenance) shall be applied in matters concerning layoff and recall following a layoff among the employee who are qualified and available to perform the required work. The standard of qualifications for each employee shall be the length of continuous current active employment from the most recent date of hire, the quality of work performance in the Hampden-Wilbraham Regional School District, dependability in attendance, physical fitness, ability to cooperate with others and the employee's skill and availability to perform required work at the required time and in the manner determined by the Committee. In selecting an employee for layoff or recall following a layoff, the Committee will give preference to the employee with the longest continuous current active employment where, in the opinion of the Superintendent, the criteria in this paragraph are equal and in accordance with the needs of the program of the Hampden-Wilbraham Regional School District as determined by the Committee. All regular part-time employees (20 hours or more) and part-time employees (less than 20 hours) shall be laid-off before full-time employees.

**Paragraph 36.** An employee who will be laid off will be notified to that effect by certified mail, mailed to the address listed in the Employee's personnel file, not less than thirty (30) calendar days prior to the effective date of the layoff.

**Paragraph 37.** Any employee who is laid off due to staff reductions, who desires to be considered for reemployment and who notifies the Committee of this intent in writing prior to the dates of being laid off shall be sent notification by certified mail of any job opening that he/she is qualified for by experience and seniority for a period of one (1) year from anniversary date of the layoff.

**Paragraph 38.** An employee, who desires to be considered for recall and who complies with the stipulation of Paragraph 37, will be sent notification by certified mail, to the address listed in the personnel file, of any job vacancy for which he/she is qualified by experience and seniority which occurs during the recall period previously stipulated by said employee.

**Paragraph 38a.** The parties agree that should a layoff occur in the maintenance classifications, it would be done in accordance with Article 15. The parties further agree that the provisions of this Article may be opened for discussion by either party in the event there is a contemplated reduction in the maintenance personnel.

**ARTICLE 17 – SALARY SCHEDULE**

**Paragraph 39.**

**Class A Custodians**

	<b>1.50%</b> <b>FY2018</b>	<b>1.50%</b> <b>FY2019</b>
Step 1	\$17.47	\$17.73
Step 2	\$17.84	\$18.11
Step 3	\$18.25	\$18.52
Step 4	\$18.65	\$18.93
Step 5	\$19.05	\$19.34
Step 6	\$19.48	\$19.77
Step 7	\$19.90	\$20.20
Step 8	\$20.34	\$20.65
Step 9	\$20.79	\$21.10
Step 10	\$21.24	\$21.56
Step 11	\$21.71	\$22.04
Step 12	\$22.19	\$22.52
Step 13	\$22.68	\$23.02

**Class B Maintenance**

	<b>1.50%</b> <b>FY2018</b>	<b>1.50%</b> <b>FY2019</b>
Step 1P*	\$20.24	\$20.54
Step 1	\$20.91	\$21.22
Step 2	\$21.27	\$21.59
Step 3	\$21.65	\$21.97
Step 4	\$22.03	\$22.36
Step 5	\$22.41	\$22.75
Step 6	\$22.81	\$23.15
Step 7	\$23.20	\$23.55
Step 8	\$23.61	\$23.96
Step 9	\$24.01	\$24.38
Step 10	\$24.44	\$24.81
Step 11	\$24.87	\$25.24
Step 12	\$25.30	\$25.68
Step 13	\$25.74	\$26.13

\* Probationary period for new employees hired in Maintenance only.

Lead man shall receive a differential of one dollar (\$1.00) per hour more than other employees at their step.

Lead man position is only present at Wilbraham Middle School and Minnechaug Regional High School.

Lead man determination is not based on seniority and at the discretion of management.

Class A Custodian – Primary responsibility is custodial with normal maintenance as required.

Class B Maintenance – Primary responsibility is maintenance with normal custodial and maintenance as required.

**Paragraph 40.** Annual salary increases for custodial and maintenance employees are not automatic, and they will be approved only when in the opinion of the Committee an employee has demonstrated a continued high standard of performance. Advancement in salary for all custodial and maintenance employees shall require a satisfactory evaluation and the written recommendation of the Head Custodian and the Building Principal.

**Paragraph 41.** All employees are to be compensated on an hourly basis according to the rate of the individual's classification on the salary schedule for hours worked. No employee shall receive compensation except for hours actually worked or for specific earned leave as provided in this contract, except as provided in Paragraph 18. Temporary employees are those employees retained on a temporary basis for vacation assistance, custodial and maintenance assistance and other such related activities. Temporary employees shall be compensated at no less than minimum wage, and are not entitled to benefits under this contract except those provided by statute. All employees must use direct deposit within the limits of the District's payroll software module.

#### **ARTICLE 18 – PAYROLL DEDUCTIONS INSURANCE/ANNUITY**

**Paragraph 42.** During the term of this Agreement, the Committee will at the written request of Custodial and Maintenance employees who sign and deliver to the Committee a written authorization on a form approved by the Committee, make deductions in the manner and to the extent provided in this Article from the wages or salaries due and payable to said employees for Group Life Insurance, Health Insurance and a tax-sheltered annuity plan. The amount of deductions shall be paid over in accordance with the provisions of the written authorization, all as provided in this paragraph.

It is agreed to by the parties that items deducted for tax sheltered annuities must be within the limits of the District's payroll software module and chosen from the current list of plans in effect.

## UNION DUES

**Paragraph 43.** Thirty-one days after hire, as a condition of employment, each newly hired employee will pay Union dues and initiation fees. The employer agrees to reduce the earnings of each employee covered by this agreement who has signed an authorization, by the amount of the deduction of Union dues and initiation fees. The employer agrees to transmit such deducted amounts to the Union on a monthly basis. During the life of this agreement, the amount of the initiation fee will be **One Hundred Dollars (\$100.00)** for all new employees. The minimum amount deducted for initiation fees will be **Twenty-five Dollars (\$25.00)** per week which shall be sent to the local Union on a monthly basis until such initiation fee is paid in full.

## AGENCY FEE

**Paragraph 44.** Effective the thirtieth (30<sup>th</sup>) day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee to the Union in an amount to be designated by the Union and certified to the Employer in writing. The parties agree that agency service fee deductions shall only be made during the term of this Agreement.

No action shall be taken by the Employer against any bargaining unit member for failing to pay an agency service fee unless and until the Union certifies in writing to the Superintendent of Schools that said member is in violation of this provision after having been given clear notice by the Union of his/her obligations under this Article.

## INDEMNITY

**Paragraph 45.** The Union agrees to indemnify and save the District and the Committee and their respective employees and agents harmless against any and all claims suits or other forms of liability arising out of the deductions of such dues from an employee's pay or out of application of this Article. The Union assumes full responsibility for the disposition of monies so deducted once they have been sent to the Treasurer of the Union, who shall provide such information to the District as may be required.

## **ARTICLE 19 – LEAVES OF ABSENCE**

### **FAMILY AND MEDICAL LEAVE ACT**

**Paragraph 46.** An employee, who has worked for the School District for at least twelve (12) months and who has performed at least 1,250 hours of work during the year preceding the commencement of the leave, may be eligible for up to twelve (12) work weeks of leave during a twelve (12) month period pursuant to the Family and Medical Leave Act for the following purposes:

- birth of the employee's child
- placement of a child with the aide for adoption or foster care;

- when the employee is needed to care for the employee's parent, spouse or child with a serious health condition; or
- when the employee has a serious health condition, which the essential duties of a them employee's job.

In the manner and to the extent provided in this Article, an Employee who is unable to work because of a bona fide illness or non-occupational injury shall, upon notification to the office of the Superintendent or his/her designee as soon as possible after the beginning of said illness or the occurrence of said injury, receive sick pay for the days he/she is unable to work up to the eighteen (18) leave days provided to employees on an annual basis. Employees may use accumulated sick days up to the amount of unused accumulated leave days only in instances covered by the Family and Medical Leave Act (FMLA) or other contractually approved leaves.

The duration of the leave and the timing of the employee's return to employment shall be determined in accordance with the FMLA and the regulations enacted thereunder.

The twelve (12) month period for calculating leave will be a twelve (12) month rolling period computed backwards to the date leave is used.

The District shall continue to pay its portion of the employee's group health premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the employer that he/she will not return from leave.

### **MILITARY LEAVE**

**Paragraph 47.** Military leave without pay shall be granted to an employee who is inducted or is recalled to active service in any branch of the Armed Forces of the United States. Upon return from such leave, a nonprofessional employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the Hampden-Wilbraham Regional School District during the period of his/her absence, up to a maximum of two (2) years.

### **LEAVE DAYS**

**Paragraph 48 & 49.** Each employee will be entitled to eighteen (18) paid Leave days each year as per the following:

1. Three (3) of the eighteen (18) days may be used to conduct personal business that cannot be done while school is in session. Leave days shall accumulate up to (235) days.
2. The use of personal business days is restricted as follows:
  - a. During the first five (5) days of a new school year and the last (10) days of the school year.
  - b. During the ten (10) days preceding a new school year.
  - c. During the day before and the day after a school vacation or legal holiday.

- d. Exceptions to (a) and (b) must be for marriage, college parent orientation, or attendance at legal proceedings or extraordinary family/personal issues.
  - e. Notification for the use of Leave days for personal business must be given 48 hours in advance. No reason will be required. In unforeseen circumstances, the 48 hours notification may be waived.
3. Unused Leave days will accumulate to two hundred thirty-five (235) days.
  4. Before disbursing any Leave pay for more than five (5) consecutive school days, the Superintendent may require a statement signed by the attending physician of an illness or injury, a diagnosis and prognosis. This required statement must certify that, in the doctor's opinion, working during the period in question would have been contrary to good medical advice. In conjunction with the Chief Steward or Business Agent, the Superintendent may also require a statement from an attending physician if it is determined that the employee has developed a pattern of absences either within the present school year or over a period of prior school years. A reason for Personal Leave need not be given for 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> Personal Leave Days. The Superintendent reserves the right to inquire into specific reasons if three (3) consecutive Leave days are requested, provided there is a reasonable basis to do so.
  5. An employee on leave of absence for any reason is not entitled to receive annual allotted Leave days during the period of the employee's leave of absence.
  6. Employees are eligible to use up to ten (10) days as family illness days per year to be deducted from Leave.
  7. Employees new to the system will receive eighteen (18) Leave days at the start of their first year of employment. Should the employee voluntarily separate from employment prior to the end of the first year, Leave days shall be adjusted on a pro-rated basis and any days owed the District shall be deducted from any final payments due upon severance of employment.
  8. No employee will be granted a non-paid day in lieu of the provisions as stated in this Article, unless sufficient notice has been given to the Superintendent, it has been approved by the employee's immediate supervisor, and is to be used due to extraordinary circumstances of an extreme personal nature. Circumstances that extend vacation time, wedding plans or vacation/business trips for family members will not qualify.

The District shall buy back forty-five (45) unused accumulated Leave days, at the current rate of pay, upon the employee's retirement.

### **WORKER'S COMPENSATION**

**Paragraph 50.** In the manner and to the extent provided in this Article, an employee who is unable to work because of an occupational injury incurred in the course of his work as an employee of the Committee, which is acknowledged by the Committee or its designated Agent, as compensable under the Massachusetts Worker's Compensation Law shall, upon notice to the Committee as soon as possible after the occurrence of said injury, receive the difference between his/her current salary and the amount he receives as worker's compensation. Such differences shall be charged to accumulated leave and/or vacation pay and shall not exceed the

difference between the daily worker's compensation benefits and the employee's normal daily pay.

### **FUNERAL LEAVE**

**Paragraph 51.** In the event of the death of a parent, spouse, child, child's spouse, brother, sister or grandchild of an Employee, and provided said Employee attends the funeral, the Employee shall receive a leave of absence for a period not to exceed five (5) days with full pay for the actual time lost from his/her scheduled work week. The leave of absence with pay as provided in this Article is for the sole purpose of enabling the Employee to attend the funeral of his deceased relative.

**Paragraph 52.** In the event of the death of a grandparent, present mother-in-law, present father-in-law, sister-in-law or brother-in-law, aunt, uncle, niece and nephew of an Employee, and provided that said Employee attends the funeral, the Employee shall receive a leave of absence for a period not to exceed three (3) days with full pay for the actual time lost from his/her scheduled work week. The leave of absence with pay as provided in this Article is for the sole purpose of enabling the Employee to attend the funeral of his deceased relative. In the event that extensive travel is required to attend the funeral, the Employee may request an additional two (2) days' leave. This leave shall be granted at the discretion of the Superintendent and, if granted, shall be deducted from the Employee's personal leave, if available. In the event an Employee does not have the personal leave required accumulated, the leave days will be deducted from the Employee's sick leave. If neither personal nor sick days are available, the request for two (2) additional days shall not be granted by the Superintendent.

### **CHILDBEARING AND/OR CHILDREARING LEAVE**

**Paragraph 53. - Childbearing Leave** – A disability leave will be granted to a female employee who has completed at least three (3) months of employment for the purpose of giving birth and recovery. Said leave to be hereinafter called childbearing leave; providing the employee shall give at least two (2) weeks' notice to the Superintendent or his designated representative of her anticipated date of departure and intention to return. The employee will be granted childbearing leave and be restored to her previous or a similar position and such leave will be deducted from her sick leave account.

**Childrearing Leave** – An employee will be granted an unpaid leave of absence of up to one (1) year for the purpose of adoption or care of a newborn child and be restored to a previous or similar position upon return. This childbearing leave will be without pay or sick leave. No childrearing leave of absence will be granted for a period longer than one (1) year from the date the childrearing leave commenced, except the employee may have such leave extended to the first September beyond the one (1) year anniversary date.

The School Committee shall not be required to restore an employee of leave to a previous or a similar position if other employees of equal length of service, credit and status in the same, or similar, position have been laid off during the period of such leave; provided, however, that

such Employee is accorded recall rights under the reduction-in-staff clause of this contract. Such leaves shall not affect the employee's right to receive any benefits for which eligible at the date of leave, and any other advantages or rights of employment incident to the employment position. The employer need not provide for the cost of any benefits, plans, or programs during the said leaves except as provided for any other employee on leave or in accordance with the Family Medical Leave Act of 1993.

## ARTICLE 20 – HOLIDAYS

**Paragraph 54.** Permanent, full-time custodial and maintenance employees shall receive the following thirteen (13) paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Patriot's Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

A custodian requested to work and working on an official holiday shall receive two (2) times his/her normal compensation. If a holiday is celebrated on a day other than the official holiday, the employee will only receive two (2) times his normal compensation on the designated holiday and not the official holiday.

## ARTICLE 21 – VACATION

**Paragraph 55.** Personnel who are employed on a fifty-two (52) week per year basis will be granted vacation time subject to the following provisions:

1. Employees who have been employed by the Committee for less than five years will annually receive 10 vacation days.
2. Employees who have been employed by the Committee for between 6 and 10 years will annually receive 15 vacation days.
3. Employees who have been employed by the Committee for more than 10 years will annually receive 20 vacation days.
4. Employees hired after July 1 will receive vacation days on a pro-rated basis.
5. Employees shall receive an additional day of vacation for each year of service after twenty (20) years. Not to exceed twenty-five (25) vacation days.
6. Vacation days do not accumulate and must be taken during the fiscal year they are assigned.

There will be no loss of vacation time as a result of this process.

**Paragraph 56.** Vacation preference shall to the extent possible be based on seniority. Consideration will be given to the adequacy of the work force and the good of the system.

Custodial requests for vacation shall be made to the Building Head Custodian in consultation with the Building Principal shall determine the vacation schedules. Maintenance requests shall be made to the Director of Facilities & Operations.

**Paragraph 57.** Vacations are non-accumulative and must be taken each year. Employees receiving three (3) or more weeks' vacation annually shall not be permitted to take more than two (2) weeks' vacation at any time. Special circumstances may be presented to the Building Principal for consideration. Vacations cannot be taken one (1) week prior to opening of school or one (1) week prior to school closing.

**Paragraph 58.** Intentionally deleted by the parties.

**Paragraph 59.** In the event that an emergency declared by the Superintendent prevents an employee from using any vacation time due him/her, and said vacation time cannot be rescheduled within the then existing fiscal year, said employee shall be paid at the rate of one and one-half (1 ½) times his/her then existing rate for all such due vacation days worked.

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

**Paragraph 60.** The Committee and the Union, for itself and as the representative of the employees agree that the exclusive method for the processing and settlement of a grievance as defined in this paragraph shall be in accordance with the grievance and arbitration procedure described in this Article. A grievance is defined as a claim or a dispute between an employee or the Union and the Committee which involves the interpretation, meaning, application of or compliance with the provisions of this Agreement or any amendment or supplement thereto. The Committee and the Union agree to observe and follow the procedure prescribed in this Article and that any determination or decision which shall be made in accordance with said procedure shall be binding upon the Committee, the Union and the Employees.

**Paragraph 61.** Nothing in this Article will be construed as limiting the right of an employee to discuss informally as possible or a potential grievance with his/her immediate supervisor.

**Paragraph 62.** A grievance as defined above and otherwise subject to this Agreement shall be processed in accordance with the following procedure:

- a. Step 1 – The grievance shall be filed in the form of a written memorandum with the principal and thereafter there shall be a prompt discussion of the grievance between the aggrieved employee and the Principal at which a representative of the Union may at the request of the aggrieved employee be present and participate. In the event of the absence or disability of the Principal, the Assistant Principal at the school shall act on behalf of the Principal. A grievance, which is not presented by an employee to the Principal or to the Assistant Principal within five (5) working days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived. The Principal or the Assistant Principal, as the case may be shall advise the aggrieved employee in writing of the decision concerning the grievance within five (5) working days after the grievance was presented.

- b. Step 2 – In the event that a grievance is not settled in Step 1, the aggrieved employee or the Union may within five (5) working days after the date of the decision in Step 1 submit the employee’s grievance in writing, signed by the aggrieved employee(s) and delivered to the Office of the Superintendent of Schools. The written grievance shall state the available facts concerning the alleged grievance, the provision or provisions of this Agreement allegedly violated, the name or names of the aggrieved employee(s), and the specific relief desired. Within ten (10) working days after the receipt of the written grievance, there shall be a discussion with respect to said grievance between the aggrieved employee and the Superintendent or the Superintendent’s designee at which a representative of the Union shall be present and participate.

In the event of the absence or disability of the Superintendent, or his/her designee shall act on behalf of the Superintendent. Within five (5) working days after the conclusion on the discussion as provided in this Step 2, the Superintendent or his/her designee shall advise the aggrieved employee and the Union in writing of the decision concerning said grievance.

By mutual agreement in writing between the Committee and the Union, two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group of a class of employees may upon the written request to the other party by the Committee or by the Union be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article.

**Paragraph 63.** In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Paragraph 61, the grievance may be submitted to arbitration in accordance with the following procedure:

- a. The request for arbitration may be made by the Union or by the Committee by notification in writing to the other party within five (5) working days after the date of the final determination under the grievance procedure as provided in Step 2.
- b. The parties agree for the duration of this Agreement to select an arbitrator from the following list:
  1. Francis O’Brien
  2. Philip Dunn
  3. Richard Boulanger

Simultaneous with filing its demand to arbitrate with the other party, the party (Union or Committee) seeking arbitration shall notify the arbitrator at the top of the rotating panel in writing of its intention to arbitrate the case. A copy of said letter to the arbitrator shall simultaneously be sent to the other party.

If the arbitrator at the top of the rotating list declines or is unable to service, the moving party will contact the arbitrator next in line until an arbitrator is selected who can hear the case. Once an arbitrator has been selected and agrees to the appointment, that arbitrator will then go to the end of the list and the next arbitrator in line shall move to the top of the list.

- c. The request for arbitration shall state the name(s) of the aggrieved employee(s), the provision or provisions of this Agreement on which the grievance is based and shall state the specific remedy or relief sought by the Party requesting arbitration.
- d. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions, which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he/she shall not have any authority to establish salaries or other forms of compensation nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Step 2. The arbitrator shall have the authority to enjoin violations of this Agreement and to award back pay if the Arbitrator finds that the Committee violated the contract.
- e. The arbitrator shall mail his written decision simultaneously to the Committee and to the Union within fifteen (15) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Committee, the Union and the aggrieved employee.
- f. The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and by the Union. Each party shall bear their own witness costs and any postponement costs caused by its own request for a postponement.

**Paragraph 64.** By mutual agreement in writing between the Committee and the Union, a grievance otherwise subject to the grievance procedure and otherwise subject to this Agreement may be initiated at Step 2 of the grievance procedure or directly submitted to arbitration. A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to or processed by the Committee or by the Union before any state or federal regulatory agency.

**Paragraph 65.** Except where an extension of time has been sought and obtained, in the event of the failure by either the Committee, the Union or an aggrieved employee to comply with the time limitations provided in the Article, the grievance shall be deemed to have been withdrawn and the action protested in the grievance shall be deemed to be final and binding. The Committee, the Union and the employees agree not to unreasonably withhold assent to the request by one of the other parties for a reasonable extension of the time limitations provided in this Article provided such request is made prior to the expiration of the time limitations.

**Paragraph 66.** Except as may be required to implement the disposition of the grievance, all documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the aggrieved employee makes a request in writing to the contrary.

**Paragraph 67.** By mutual agreement in writing between the Committee and the Union, any of the time limits that relate to the procedural requirements provided in this Article may be extended.

### **ARTICLE 23 – CLOTHING ALLOWANCE**

**Paragraph 68.** The Committee shall reimburse an employee for up to a maximum of two hundred ninety dollars \$290 per fiscal year. Reimbursement shall be limited to the repair or purchase of boots, shoes and pants, two pairs of sneakers and winter clothing used by the employee on the job. The clothing allowance is payable by the employer upon submission by the employee of proper documentation and receipts detailing the particular item of clothing involved, the date and place the clothing was purchased, cleaned or repaired and the amount involved. Each employee shall submit receipts for reimbursement by the last of each month or when the total amount of receipts exceeds two hundred ninety dollars (\$290), whichever occurs first.

The District has agreed to provide monogrammed work shirts at no cost of the employee on the following interval:

1. First year of contract, three (3) shirts on or about July 1 – Two (2) additional shirts will be issued to each employee on or about January 1.
2. For each year thereafter, three (3) new shirts will be issued on or about July 1.
3. Any shirts lost or damaged while acting in the employees scope of employment shall be replaced at the District's expense.
4. Shirts will be made available to employees for purchase at all times throughout the year.
5. Employees may use their clothing allowance to purchase extra shirts.

### **ARTICLE 24 – TRAVEL REIMBURSEMENT**

**Paragraph 69.** The Committee shall reimburse any employee who is required to use his/her personal vehicle for school department travel at the prevailing IRS mileage rate upon submission of a monthly, written documentation detailing, the date of the trip, the odometer reading immediately before and immediately after the trip, the location(s) which the employee traveled to on school department business and the supervisor approving the travel. Such documentation must be made by the employee on the date of travel and submitted within thirty-one (31) days after the travel in question.

### **ARTICLE 25 – SCOPE OF AGREEMENT**

**Paragraph 70.** It is acknowledge and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, to the custodial and maintenance employees and to the Committee pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreement among the Parties concluded during the course of negotiations are fully stated in this

Agreement. It is agreed that the provisions of this Agreement shall bind and benefit each individual custodial or maintenance employee.

**Paragraph 71.** The Committee and the Union, for itself and on behalf of the custodial and maintenance employees, agree that during the term of this Agreement all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Committee nor the Union shall be obligated to negotiate with the other during the term of this Agreement with respect or discussed during the negotiations preceding the execution of this Agreement provided, however, that nothing in this paragraph shall in any way limit or restrict the right and duties prescribed in Article 2.

**Paragraph 72.** A new position within the bargaining unit for which compensations is not provided for in this Agreement, shall become effective on the date the position is established and installed by the Committee. The salary established by the Committee shall continue in effect until a different salary is agreed upon by the Committee and the Union or established by arbitration. If the salary for a new position established by the Committee is not acceptable to the Union, the Committee will negotiate with the Union for the establishment of a mutually acceptable salary. If at the end of thirty (30) days the Committee and the Union do not agree on a mutually acceptable salary, the matter shall be referred to arbitration. In the event that the matter is referred to arbitration as provided in this paragraph, the arbitrator shall determine whether the salary established by the Committee is reasonable. The decision by the arbitrator may be effective from the thirtieth (30) working day after the new salary was installed by the Committee. In the event the Committee makes substantial changes in the duties of an existing position during the term of this Agreement, the Committee will give notice to the Union and provide the Union with the opportunity to bargain about possible modifications in the salary for said position.

**Paragraph 73.** Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the custodial and maintenance employees presently in the employ of the Committee.

**Paragraph 74.** No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Committee and by the Union.

**Paragraph 75.** The failure by the Committee or by the Union in one (1) or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

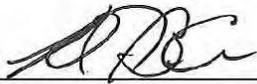
**Paragraph 76.** If any paragraph or application thereof is found contrary to law then all the provisions of that paragraph shall be re-negotiated promptly and in good faith by the Committee and the Union.

**ARTICLE 26 – DURATION**

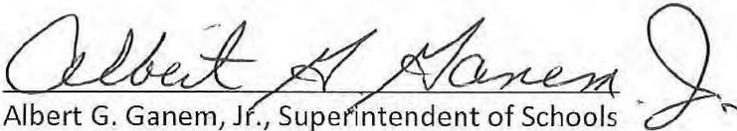
**Paragraph 77.** The provisions of this contract will be in effect as of the \_\_\_\_\_ day of August, 2017 and will continue in full force and effect from that date through midnight on June 30, 2019.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents.

THE HAMPDEN-WILBRAHAM REGIONAL SCHOOL COMMITTEE BY:

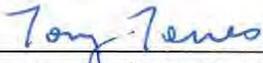


William Bontempi, School Committee Chairman



Albert G. Ganem, Jr., Superintendent of Schools

TEAMSTERS LOCAL NO. 404 BY:



Tony Torres, Business Representative

**ARTICLE 27 – UNION BULLETIN BOARD**

The Hampden-Wilbraham Regional School District agrees to supply and provide suitable space for a Union bulletin board in each school. Such area shall be contained to either custodians/maintenance area, out of view to the public. Postings by the Union on such boards are to be confined to the official business of the Union and on the Union’s official letterhead or an approved stamping by the Local Union. The employer shall not remove, tamper with or alter any notice posted by the Union, unless such notice is harmful to the Employer.

The Hampden-Wilbraham Regional School District will supply and hang all new Union bulletin boards within 90 days after ratification of this agreement.