

AGREEMENT

BETWEEN

DOUGLAS SCHOOL COMMITTEE

AND

**TEAMSTERS UNION LOCAL #170
(Custodial Contract)**

July 1, 2014 – June 30, 2017

TABLE OF CONTENTS

	AGREEMENT	1
ARTICLE 1	RECOGNITION	1
ARTICLE 2	REGULAR FULL-TIME, REGULAR PART-TIME & PROBATIONARY EMPLOYEES.....	1
ARTICLE 3	DUES CHECK-OFF	2
ARTICLE 4	AGENCY SERVICE FEE.....	2
ARTICLE 5	MANAGEMENT RIGHTS.....	4
ARTICLE 6	CLOTHING/APPEARANCE.....	5
ARTICLE 7	GRIEVANCE PROCEDURE.....	6
ARTICLE 8	SALARY, LONGEVITY, STIPENDS	8
ARTICLE 9	REDUCTION IN FORCE.....	9
ARTICLE 10	SENIORITY	10
ARTICLE 11	WORK SCHEDULES	10
ARTICLE 12	HOLIDAYS	12
ARTICLE 13	VACATIONS.....	12
ARTICLE 14	VACANCIES & PROMOTIONS.....	13
ARTICLE 15	PAID LEAVES OF ABSENCE	14
ARTICLE 16	LEAVES WITHOUT PAY	16
ARTICLE 17	EMPLOYEE'S RESPONSIBILITY REGARDING LEAVES.....	16
ARTICLE 18	HEALTH INSURANCE.....	17
ARTICLE 19	PROTECTION/WORKER'S COMPENSATION	17
ARTICLE 20	NO STRIKE CLAUSE	17
ARTICLE 21	STEWARD	18
ARTICLE 22	NON-DISCRIMINATION	18
ARTICLE 23	SAVINGS CLAUSE.....	18
ARTICLE 24	STABILTY OF AGREEMENT	19
ARTICLE 25	DURATION.....	19
	SIGNATURES.....	19

AGREEMENT

This Agreement made and entered into this July 1, 2014 between **DOUGLAS SCHOOL COMMITTEE**, (“Employer”) and the **TEAMSTERS UNION LOCAL #170**, (“Union”) for and on behalf of those employees constituting the bargaining unit set forth in Article 1 of this collective bargaining agreement (“Agreement”). Now, therefore, it is mutually agreed by and between the Employer and the Union that the following benefits will be provided:

ARTICLE 1 **RECOGNITION**

The bargaining unit shall include all full-time and regular part-time custodial employees employed by the School Committee excluding all confidential, managerial, casual and other employees as certified by the Labor Relations Board, Case No. MCR-06-5210.

ARTICLE 2 **REGULAR FULL-TIME, REGULAR PART-TIME** **& PROBATIONARY EMPLOYEES**

An employee who is regularly paid for forty (40) hours per week will be considered a full-time employee of the District and be eligible to receive benefits included in this document. Employees regularly scheduled to work more than thirty (30) hours per week, but less than forty (40) hours per week, will receive benefits pro-rated according to their established work schedule. Employees must be regularly scheduled to work twenty (20) hours per week to be eligible to participate in health insurance.

Probationary Employees: All newly hired employees in the bargaining unit, covered under this Agreement, will be subject to a probationary period of ninety (90) calendar days starting with the first day worked after hire. A probationary employee has no seniority rights and his/her retention as an employee is entirely within the discretion of the district and shall not be subject to the grievance and arbitration provisions.

By mutual agreement between the Employer and the Union the probationary period maybe extended in 30 day increments for an additional ninety (90) calendar day period.

ARTICLE 3
DUES CHECK-OFF

The Employer agrees to deduct the Union dues monthly from the pay of Union members who sign authorization cards so provided. Payroll deductions will only be made following the submission of an executed dues deduction form. The form will be provided by the Union. Said deductions will be forwarded to the Union Secretary-Treasurer or his designee along with a list of the employees. The Union agrees to indemnify and hold the Employer harmless in connection with the application of this Article. In accordance with the provisions of Chapter 180, Massachusetts General Laws, the Employer shall certify to the Treasurer of the Town of Douglas all payroll deductions for dues to the Teamsters Local #170.

ARTICLE 4
AGENCY SERVICE FEE

The Union dues of employees covered by this Agreement shall be deducted each month from the wages of each employee who has signed an authorization form provided by the Union and presented to the Treasurer of the Town and in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General laws as amended. Employees must either join the Union or pay an Agency Fee within thirty (30) days of hire.

Employees shall have the option of not joining the Union. Employees who choose not to join the Union must pay an Agency Service Fee to the Union. Such Agency Service Fee shall not exceed regular Union dues. At the election of the employee, said Agency Service Fee may be deducted from the employee's wages upon presentation to the Town Treasurer a signed authorization form. An employee who does not authorize the Town to make payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union Treasurer. Payment of Union Dues or the Agency Fee is a condition of employment

These payments may only be required during the existence of an executed agreement between the District and the Union. The Union agrees to indemnify and save the Douglas School Committee or Regional School District the Town of Douglas harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employees' pay or out of application of this Article.

**APPLICATION – TRUCK DRIVERS UNION LOCAL NO. 170
330 SOUTHWEST CUTOFF, SUITE 201
P. O. BOX 70634
WORCESTER, MA 01607-0634**

PLEASE PRINT

NAME _____ S. S. No. _____
Last First Middle
 Address _____ Date of Birth _____
 City _____ State _____ Zip _____
 Home Phone #: _____ Work Phone #: _____
 Employer: _____ Occupation: _____
 Steward Name: _____ Date of Hire: _____
 Mortuary Fund Beneficiary _____ Relationship _____

I hereby apply for membership in this Local Union of the International Brotherhood of Teamsters, subject to the by-laws and regulations of the Union and Constitution of the international.



_____ Date

_____ Signature of applicant (do not print)



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to
(Print Name)
 deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____
 Original to Employer L-3074-Printed in U.S.A. Copy to Local Union

Union dues are not deductible as charitable contributions for Federal Tax purposes.

ARTICLE 5
MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Douglas School Committee and the Superintendent or his/her designees in the exercise of its functions as management and in the direction and supervision of the school system. This includes, but is not limited to, the following rights, powers, responsibilities and authority without bargaining with the Union: to direct and control all the operations and services of the District and its schools; to determine the organization, location and the number of employees of the District and its schools; to determine the level of services to be provided; to determine the standards for appearance of employees, to increase, diminish, or change operations of the District in whole or in part, to purchase or lease materials, tools, equipment, goods or services, to schedule and grant leaves, including vacation and personal days and placing employees on sick and administrative leave, to schedule and enforce work hours, including the setting or modification of the daily and yearly school and class schedule, to change shift assignments, to relieve employees due to the incapacity to perform duties, to have the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing, to require and assign overtime; increase or decrease the number of jobs and to change job duties, hire seasonal and or substitute custodians; change processes; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire, suspend, demote, discipline, or discharge; transfer or promote; layoff because of lack of work, fiscal exigencies, or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; determine standards of proficiency in custodial skills; and define the work week for each employee.

Failure of management to exercise any of the rights expressly stated or implied here, shall not be deemed a waiver.

It is understood and agreed by the parties hereto that the School Committee does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with a custodian's training and ability, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that taking or consuming drugs or alcoholic beverages or being under the influence of drugs or alcoholic beverages during any period of the day shall be grounds for discharge from employment with the Douglas School District.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School Committee; the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and will not be a matter subject to grievance or arbitration. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the School Committee under the laws of the Commonwealth.

During an extreme emergency (e.g., weather emergency) the school District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this agreement.

Both parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

ARTICLE 6 **CLOTHING/APPEARANCE**

Custodians will wear a shirt provided by the School Committee as a condition of employment. The District will provide five (5) shirts to each employee each fiscal year as necessary. Shirts will remain the property of the Douglas Public Schools and must be surrendered upon termination of employment.

The District will reimburse each custodian an amount up to \$75 per fiscal year for the purchase of work appropriate foot-wear/work boots to be worn as a condition of employment. The reimbursement is conditioned upon submission of an original store receipt showing the purchase occurred between July 1st - August 31st of the applicable fiscal year.

The District will provide each custodian with a "High-Visibility" Waterproof Polyester/PVC Rain Jacket to be worn as a condition of employment. The rain jacket will remain the property of the Douglas Public Schools and must be surrendered upon termination of employment.

Custodial employees will report to work in neat and professional attire. Shorts may be worn only during the summer break.

ARTICLE 7
GRIEVANCE PROCEDURE

A “grievance” is defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement provided, however, that any matter reserved to the discretion of the District by the terms of this agreement, or arising before or after the dates of this Agreement, will not be subject to this grievance procedure nor construed as being grievable.

Any grievance arising between the Employer and the Union and an employee represented by the Union shall be resolved in the following manner:

A Union representative may be present at any step in the grievance procedure. Any failure of the Union to present a grievance within the time frames presented below will result in the waiver of its right to present the issue. The parties may agree to modify the timelines herein through the Business Agent and Superintendent or his designee.

Any meeting with reference to the informal procedures may be held during work hours. All other grievance meetings will be arranged at a mutually satisfactory time on the school grounds or at the Superintendent’s office.

Informal Procedure – The grievant and the Union Steward may meet with the Building Principal or his designee, to attempt to settle a grievance at any time prior to the deadlines in Step 1.

- 1) **Level One** – In the event the grievance is not resolved informally, the grievant and the Union Steward must present the grievance in writing on a form provided by the Union, to the Building Principal or his designee within ten (10) days from the day of the event upon which the grievance is based or the day when the aggrieved employee(s) should have had knowledge of the event. The groundskeeper will file a grievance at Level 1 with the Principal of the school where the facts leading up to the grievance occurred. The grievant shall state the specific article or articles of the contract he or she believes has been violated. The Building Principal or his designee will have ten (10) days to issue a decision on the grievance.

2) **Level Two** – If the Union is dissatisfied with the result at Level One, the Union shall request a meeting with the Superintendent within five (5) days of the Level One decision. The Superintendent, or his designee, may meet with the employee and his/her Union Representative and shall issue a written decision within fifteen (15) days in an effort to settle the grievance.

3) **Arbitration** – If the grievance is subject to arbitration, the Union shall within ten (10) days after the Employer's answer at Level 2, notify the Superintendent in writing of its intention to proceed to arbitration, and the parties shall thereupon attempt to agree to the choice of the arbitrator. If the parties are unable to agree on an arbitrator, the Union shall, within ten (10) days of the arbitration petition, requests the **American Arbitration Association** or the **Massachusetts Board of Conciliation and Arbitration** designate an arbitrator in accordance with the Association or Boards then existing rules and regulations, by submitting a demand for arbitration. The costs of an arbitrator will be divided equally between the employer and the union.

An arbitrator so selected shall schedule a prompt hearing at which time he/she shall have the power to make a determination of fact on the questions submitted to him/her and apply them to the provision of the Agreement alleged to have been violated, so long as the matter is one which is subject to arbitration under the terms of this Agreement and so long as it is submitted to him/her in accordance with the procedure herein specified. In interpreting and applying the provisions of this Agreement, which are subject to arbitration and in making findings of fact in connection therewith the arbitrator's interpretation must be in accordance with the Agreement. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify, or modify any terms of this Agreement and may only interpret such items and determine such issues as may be submitted to him/her by the parties.

The arbitrator shall be bound by the facts and evidence submitted to him or her and may not go beyond the term of this Agreement in rendering his or her decision. No such decision may include or deal with any issue or matter, which is not expressly made subject to arbitration under the terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding upon the Employer, the Union and the employee(s) involved.

The arbitrator shall not render a decision contrary to state or federal law. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Parties who order the transcript shall share the expense of providing a copy of the transcript to the arbitrator. Grievances may be settled without precedent at any stage of this procedure. The arbitrator shall decide any dismissal cases based upon the "Good Cause" standard of proof.

The time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 8
SALARY, LONGEVITY, STIPENDS

Substitute custodians will be paid at the Probationary Rate.

Seasonal employees used during the period of June through August will be paid an hourly rate of \$1.50 above the established Commonwealth of Massachusetts Minimum Wage Rate in place at the time of hire.

STEP	FY 2015 1.00%	FY 2016 1.25%	FY 2017 1.50%
Probationary	\$15.66	\$15.85	\$16.09
1	\$16.48	\$16.69	\$16.94
2	\$16.99	\$17.21	\$17.47
3	\$17.52	\$17.73	\$18.00
4	\$18.03	\$18.25	\$18.52
5	\$18.55	\$18.78	\$19.06
6	\$19.07	\$19.30	\$19.59
7	\$19.58	\$19.82	\$20.12
8	\$20.10	\$20.35	\$20.65
9	\$20.61	\$20.86	\$21.18
10	\$21.13	\$21.39	\$21.71

The District reserves the right to place a newly hired custodian on any step of the salary schedule based upon proven work experience. In no case will a newly hired employee be placed on a step above the highest paid employee.

LONGEVITY: Custodial personnel who continue to be employed by the School District will be eligible for a longevity payment that will be paid at the end of the fiscal year in which a person completes the following years of service:

15 Years	\$ 500.00
20 Years	\$1,000.00
25 + Years	\$1,500.00

ON CALL CUSTODIAN: An "On Call Custodian" may be appointed annually for each school by the Superintendent and if appointed will receive a \$300 stipend annually for responding to alarms in his/her assigned building. In the event the response to a building alarm extends beyond one hour, the custodian responding to the alarm will be paid at a rate consistent with the Overtime Provision of this agreement from the time of arrival at the school until the time of departure from the school. The custodian will be required to punch in and out to establish the amount of time worked.

ARTICLE 9
REDUCTION IN FORCE

Reduction in Force: In the event that it becomes necessary for the School Committee to reduce the number of permanent custodians through lay-off, the District will consider seniority and qualifications but will generally lay-off the least senior employee first.

Recall: Custodians who are laid off will be eligible for re-employment for a period of one year following the date of separation. Custodians will be eligible to fill any latter positions or lesser positions provided that he/she is qualified to fill such position that may arise within the Douglas school system that are within the bargaining unit. If a position is one that requires training (i.e. groundskeeper), qualifications and training may be considered in recalling employees.

It shall be the responsibility of the custodian who is laid off to inform the Superintendent or his designee of his or her current address. The district will notify a laid off employee of his or her recall rights by certified mail to the address

of record. A recalled employee will have seven (7) calendar days to respond after signing for the certified mail or has been deemed undeliverable through due diligence of the Employer, to a recall or he will forfeit the position.

ARTICLE 10 **SENIORITY**

Seniority will be determined by an employee's continuous length of service within the custodial unit, computed from the first date of full-time employment as a permanent employee. A custodian on an approved leave of absence will continue to accrue seniority. The employer will provide a seniority list to the Union upon request one time per year. Discharge or a voluntary quit/resignation will result in a break of service and elimination of all accrued seniority.

ARTICLE 11 **WORK SCHEDULES**

A custodian's normal paid workday will be eight (8) hours per day, five (5) days per week and the regular paid workweek will consist of forty (40) hours. All employees shall receive a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid breaks during the workday. All employees shall receive one (1) fifteen (15) minute break approximately midway in their first four (4) hours and another fifteen (15) minute break approximately midway in their second four (4) hours.

Employees will be expected to be on duty on days when pupils and teachers are not in attendance due to inclement weather or emergencies. The Principal or his designee reserves the right to require an employee to begin their shift by no more than two (2) hours and/or to end their shift by no more than two (2) hours whenever he deems it is in the best interests of his or her school to do so, provided that he/she does not act capriciously or arbitrarily in effecting such change. Any additional time worked by the employee is subject to the Overtime Provision of this agreement.

Time Clocks: Each employee covered by this Agreement shall properly and accurately record his/her own time on the time clock provided by the employer. Each employee is required to punch in his/her time card before starting work, and shall punch out his/her time card for lunch/dinner breaks and directly upon completing his/her work shift.

Summer and School Vacation Schedule: Working hours for all custodians during summer and other school vacation weeks will be established by the Building Principal or his designee. Buildings in use by students must have daytime coverage. The Principal or his designee has the authority to run one shift per day during these weeks, with all personnel reporting for that shift. It is generally understood that vacation time will not be granted during the two weeks prior to the start of each school year. The District and Union may mutually agree to allow vacation time during this period.

Overtime: Custodians will receive overtime after forty (40) hours of work and shall be compensated at the rate of time and one-half (1½) times the hourly rate, except for Sundays and holidays, which shall be compensated at the rate of two (2) times the hourly rate. Bargaining unit employees will be offered overtime based on seniority. All overtime must be approved, in advance, by the appropriate Building Principal or the Business Manager.

Call Back/Call In: If a custodian has ended a regular work shift and has left their school and is then called back in or is called in on day not regularly scheduled as a work day for that custodian, he/she will be guaranteed a minimum of two (2) hours of paid work time. It is understood that the employee will be required to work for the full two hours even if the event causing the employee to be called back in requires less than 2 hours of work. In this event, the custodian will be required to perform other custodial work in the building and will be required to document what he/she has completed during this time. Additional time beyond the first two hours is also guaranteed to be in a minimum of two (2) hour blocks of time, however, the employee may chose to leave and punch out and be paid for actual hours worked. (Ex: An employee is called in to complete snow removal, the employee works three hours removing snow. The employee can choose to punch out and be paid for three hours or continue working an additional hour and punch out and be paid for four hours.)

After-school Activities and Special Events: All bargaining unit members working after-school activities or special events will be paid in accordance with the overtime provision stated above. Assignment of personnel in each school shall be done by seniority within the school and will be rotated to allow all employees the opportunity to earn overtime. If work is required to be assigned under this section (no one willing to work), the assignment will be made on a rotating basis beginning with the least senior employee within the applicable school.

ARTICLE 12
HOLIDAYS

HOLIDAYS: All employees covered by this Agreement shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Patriot's Day	Day After Thanksgiving Day
Memorial Day	Day Before Christmas Day
Independence Day	Christmas Day
Labor Day	

In order to be eligible for holiday pay, the employee must work their scheduled day before and their scheduled day after the holiday, unless the Employer gives the employee permission not to be in attendance those days.

In the event the District grants additional holidays, the bargaining unit members will be given the same additional days.

ARTICLE 13
VACATIONS

Employees working less than a full year prior to June 30 will accrue vacation leave at a rate of one and a quarter (1 ¼) days per full quarter (every three (3) months) beginning the first day of the month in which the employee begins work, to a maximum of one (1) week. Vacation time will not be available until after it is accrued and can not be used within the first six months of employment. Vacation time cannot be used in less than half (1/2) day increments.

Employees will receive the following vacations:

- a) One (1) week paid vacation after one (1) year of employment.
- b) Two (2) weeks paid vacation after two (2) years of employment.
- c) Three (3) weeks paid vacation after five (5) years of employment.
- d) Four (4) weeks paid vacation after ten (10) years of employment.
- e) Five (5) weeks paid vacation after twenty (20) years of employment.

Employees will make every effort to restrict vacation time to school vacation periods in recognition of the mission of the school system, which is to provide an environment where students can be educated. In no case will a school year vacation be granted to more than one (1) employee from the same school or shift during the same time period. It is generally understood that vacation time will not be granted during the two weeks prior to the start of each school year. The District and Union may mutually agree to allow vacation time during this period.

Each Building Principal will post the vacation schedule in his/her building no later than March 1st for the upcoming fiscal year to allow the custodians of his/her building, in order of their seniority, to make their vacation request. The schedule shall remain posted until April 1st, after which time it shall be taken down. Any employee failing to make his/her selection during such period shall be assigned to whatever vacation period may be open by the Building Principal. In the event two custodians from the same building request the same week off, preference will be given to the most senior employee. Upon resignation or discharge any balance of earned vacation time and pay shall be included in the final wage payment. In case of the death of an employee who has accrued vacation time remaining, the vacation pay shall be paid to the employee's estate.

Vacation time may not be carried over from year to year. However, if an employee is denied a vacation request during the year, she/he may apply in writing to the Superintendent for permission to carry over one (1) week of vacation into the following year. If approved by the Superintendent, the carried over time must be used in that year or it will be lost.

ARTICLE 14 **VACANCIES & PROMOTIONS**

All custodial promotions/vacancies within the bargaining unit will be posted and made according to seniority subject to a determination of qualification by the appropriate Building Principal and/or Business Manager.

A promotion/job change that involves a change of school will be subject to the approval of the building principal.

ARTICLE 15
PAID LEAVES OF ABSENCE

Sick Leave: Each employee is entitled to sick leave with full pay up to fifteen (15) working days in each year. Sick leave shall be accumulated at the rate of one and a quarter (1¼) days per month beginning the first day of the month in which the employee was hired. Sick leave will not be available for use until the month following the accrual.

Unused sick leaves shall accumulate from year to year, so long as the employee remains continuously in the service of the Committee, up to, but not in excess of one hundred twenty-five (125) working days.

A doctor's certificate of fitness shall be presented upon return to work if requested by the Building Principal, after three (3) consecutive days out, unless suspected of sick leave abuse.

Upon request, prior to October 1 of each school year, each employee shall be given a statement showing the number of days of accumulated sick leave to his/her credit as of the beginning of the fiscal year.

When an employee is unable to work due to illness or non-occupational injury, the employee may use sick leave, not to exceed the limit of the employee's accrued sick leave. The Business Manager must be satisfied that the leave is caused by the employee's illness. A doctor's certificate may be required by the Business Manager in connection with a claim for sick leave use including future sick leave. When a pattern of absences of any duration raises a concern of serious illness or suspicion of an abuse of sick leave or when the Business Manager has reason to believe that an absence is not due to the employee's illness. The District reserves the right to require an independent medical examination.

If an employee refuses to submit a requested certificate, the Business Manager, subject to the Building Principal's authority, shall be entitled to refuse sick leave and/or take disciplinary action as may be appropriate.

A custodian must call in advance of the shift he or she will be absent from to the appropriate Building Principal at least one hour prior to the start of the shift unless it is an emergency situation. In such occasion, the employee will give as much notice as possible.

The Douglas Custodians would like to give back up to a maximum of five (5) sick days, in the case of an emergency only.

Bereavement Leave

- 1) A five (5) day leave shall be allowed without loss of pay for any period or periods of consecutive days immediately before or after the day of the funeral or funerals, in the event of death in the immediate family. Immediate family is defined as Mother, Father, sister, brother, son, daughter, husband, and wife.
- 2) A three (3) day leave shall be allowed without loss of pay for any period or periods of consecutive days, immediately before or after the day of the funeral or funerals, in the event of the death of a grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- 3) A one (1) day leave shall be allowed without loss of pay to permit an employee to attend the funeral of an aunt or uncle.
- 4) Bereavement leave must be approved by the Superintendent prior to commencing. Additional days may be granted by the Superintendent. Bereavement pay shall not be in addition to vacation or holiday pay.

Personal Leave

Employees may be granted up to three (3) days leave of absence in each contract year for personal matters that require absence during work hours. Application for leave must be made at least forty-eight (48) hours before taking such leave, except in case of emergency, and approved by the Building Principal, or his designee. Personal leave will not accumulate from year to year and cannot be taken in less than half (1/2) day increments.

Jury Duty

An employee who shall be required to serve on a jury on days s/he is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his/her base wages for the first three days, or a part thereof, for such juror service, at his/her regular straight time.

Any employees reporting to jury duty and released or dismissed from jury duty are expected to report for the remainder of their shift.

An employee seeking compensation in accordance with this section shall notify the building Principal and the Business Manager after receipt of the selection for jury duty and shall furnish any and all documentation from the Court verifying the employee's attendance at jury duty.

The employee agrees to notify the applicable Building Principal/Designee immediately upon receipt of notification of Jury Duty selection. The employee and Principal will alter schedules as necessary to allow second shift employees the opportunity to work the "Day-Shift" prior to the start of jury duty if the employee desires to do so.

ARTICLE 16 **LEAVES WITHOUT PAY**

Upon written request leaves of absence without pay may be granted by the Superintendent. All requests for extension or renewals of leaves, other than sick leave, will be applied for in writing, and if approved, granted in writing.

Family and Medical Leave Act: The employer shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA).

Small Necessities Leave Act: The employer shall provide Small Necessities leave in accordance with the Small Necessities Leave Act, MGL Ch. 149 Sec. 52D (SNLA).

Military Leave: Military leave will be given in accordance with State and Federal Law.

ARTICLE 17 **EMPLOYEE'S RESPONSIBILITY REGARDING LEAVES**

During any approved unpaid leaves, the employee is responsible for full cost of any benefits to which he/she wishes to subscribe unless otherwise required by law.

ARTICLE 18
HEALTH INSURANCE

The Committee agrees to provide the same insurance coverage to custodians in accordance with Chapter 32B of the Massachusetts General Laws that it provides to the professional teaching staff in the School District.

For all current employees (employed prior to July 1, 2010) - The Committee agrees not to change the percentage (currently 80% by the committee) of health contributions without providing the Union with notice and an opportunity to bargain over impact of such change as required by law.

For new employees (employed from to July 1, 2010 and thereafter) – The Union agrees those employees will contribute 30% of health contributions and the Committee agrees not to change the percentage (70% by the committee) of health contributions without providing the Union with notice and an opportunity to bargain over impact of such change as required by law.

Newly hired employees choosing to participate in health insurance programs are required to make double payments during their first month of employment which effectively eliminates the need for a thirty (30) day waiting period for benefits to begin.

ARTICLE 19
PROTECTION/WORKER'S COMPENSATION

Employees will immediately report all cases of injury suffered by them in connection with their employment to the Superintendent in writing. All employees will be eligible for Workmen's Compensation. Employees agree to assist in the filing and processing of Worker's Compensation claims up to and including a Board decision.

ARTICLE 20
NO STRIKE CLAUSE

During the term of this Agreement, no employee shall cause to participate in any strike or work stoppage as defined in Chapter 150E, Section 9A(1) as follows: "No public employee or employee organization shall engage in a strike, work stoppage, slow-down, or withholding of services by such employees."

ARTICLE 21
STEWARD

The identification of one (1) Union Steward and other representatives will be furnished to the employer immediately after their designation and the Union will notify the employer of any changes.

The Union Steward will be responsible for the investigation, presentation, and settlement of grievances in accordance with the provisions of the collective bargaining agreement. It is understood that the investigation of grievances shall not interfere with the education process nor with the normal operations of the schools. Requests for time shall be made to the Building Principal. Any time granted pursuant to this article will not count towards the accumulation of hours for the purposes of overtime. The employer shall have the authority to impose discipline, up to and including discharge, in the event the steward uses release time for personal business or other matters beyond the scope of his union steward responsibilities.

ARTICLE 22
NON-DISCRIMINATION

The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin or genetic information. If the District accommodates an employee in accordance with the Americans With Disabilities Act ("ADA"), that accommodation shall not be subject of a grievance or arbitration.

ARTICLE 23
SAVINGS CLAUSE

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this agreement will not be affected and will remain in full force and effect.

ARTICLE 24
STABILITY OF AGREEMENT

No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

The failure of the District or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the agreement, will not be considered as a waiver or relinquishment of the right of the District or the Union to future performance of any such terms or conditions, and the obligations of the District and the Union to such future performance will continue in full force and affect.

ARTICLE 25
DURATION

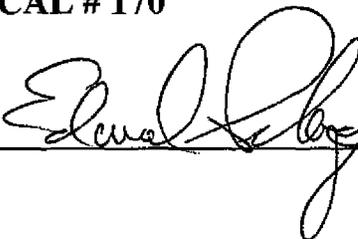
This Agreement will take effect on the **July 1, 2014** and remain in full force and effect until **June 30, 2017**. This represents the full and final agreement of the parties.

THIS AGREEMENT is subject to ratification by the Douglas School Committee and by the Teamsters Union Local # 170.

This Agreement has been executed by duly authorized representatives of the Douglas School Committee and Teamsters Union Local # 170.

**TEAMSTERS UNION
LOCAL # 170**

**DOUGLAS SCHOOL
COMMITTEE**

By: 

By: 

Date: 9/3/14

Date: 9/3/14