

AGREEMENT

BETWEEN

**TOWN OF PLAINVILLE
SCHOOL COMMITTEE**

AND

**UNITED STEELWORKERS AFL-CIO-CLC
ON BEHALF OF
LOCAL 9517-8 (CUSTODIANS)**

JULY 1, 2022 -- JUNE 30, 2025

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2022 by and between the School Committee of the Town of Plainville, Massachusetts, hereinafter referred to as the “Committee”, and the United Steelworkers, AFL-CIO-CLC, hereinafter referred to as the “Union.”

WITNESSETH

WHEREAS, the Committee and the Union entered into a collective bargaining Agreement, dated July 1, 2019, with respect to the wages, hours, and other conditions of employment of the maintenance and custodial employees represented by the Union; and

WHEREAS, said Agreement terminated on June 30, 2022 and the Committee and the Union desire to enter into a new Agreement with respect to the wages, hours, and other conditions of employment of said employees.

NOW, THEREFORE, it is mutually agreed between the Committee and the Union as follows:

ARTICLE I - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Union as the exclusive bargaining agent and representative of the bargaining unit consisting of all maintenance and custodial employees employed by the Committee. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

ARTICLE II – MANAGEMENT RIGHTS

Section 1 The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts. The Committee retains all the powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion without any such exercise being made the subject of a grievance proceeding hereunder. The Superintendent of Schools, hereinafter referred to as the Superintendent, shall serve as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

Section 2 The management of the business and affairs of the Committee, the operation of the schools and the direction of the working forces are vested exclusively in the Committee and the Superintendent.

ARTICLE III – NEGOTIATION PROCEDURE

For the purposes of collective bargaining, the Committee and the Union and/or their designated representatives shall meet at reasonable times and shall confer in good faith with respect to wages, hours, and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and shall execute a written contract incorporating any agreement reached. At such meetings both parties shall provide relevant data, exchange points of view, and make proposals and counter-proposals.

ARTICLE IV - DURATION

This agreement shall take effect on July 1, 2022, and shall continue in effect to and including June 30, 2025, and shall thereafter automatically renew itself for successive terms of one (1) year, unless by the October first prior to the expiration of the contract year involved, either the Committee or the Union shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Union will meet promptly to begin negotiations.

ARTICLE V – NO STRIKES

Section 1 A strike is defined as the refusal of an employee, in concerted action with others, to report for duty, or his willful absence from his position, or his stoppage of work, or his abstinence in whole or in part, from the performance of the duties of employment as established by this Agreement or as established in a collective bargaining Agreement between the Committee and the Union expiring immediately preceding the alleged strike.

Section 2 The Union and any said employee shall not engage in a strike, and no said employee or the Union shall induce, encourage or condone any strike, work stoppage, slow-down or withholding of services by any such employee.

ARTICLE VI – PROBATIONARY PERIOD

The first six (6) months of continuous employment of an employee shall constitute their probationary period. No layoff of an employee made during their probationary period, and no disciplinary action, including suspension, demotion or discharge, taken against an employee during said period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.

ARTICLE VII – HOURS OF WORK

Section 1 The regular workweek for all full-time custodians shall consist of forty (40) hours, scheduled over five (5) workdays of eight (8) hours, Monday through Friday. The regular workweek for the full-time Facilities/Maintenance/Custodian shall consist of forty (40) hours, scheduled over five (5) workdays, Tuesday through Saturday.

Section 2 The starting and ending times of the daily work schedules of said employees shall be determined and fixed by the Superintendent. The regular hours of work each day shall be consecutive. All schedules of hours of work now in effect shall continue to be effective and shall not be changed by the Superintendent without reasonable notice thereof to the employees affected thereby.

Section 3 The regular workweek and regular workday described in this Article shall not be deemed a guarantee by the Superintendent that any particular number of hours of work will be available nor in any way limit or restrict the right of the Superintendent to schedule overtime work.

ARTICLE VIII – OVERTIME AND CALL-BACK PAY

Section 1 In the event an employee is required to work in excess of forty (40) hours in any workweek or in excess of eight (8) hours in any workday, they shall be paid for such work at the rate of one and one-half times their regular hourly rate of pay. Hours worked for the purpose of computing overtime shall include all hours for which an employee receives holiday pay in accordance with the provisions of Article IX of this Agreement. Weekend overtime hours shall be scheduled on a rotating seniority basis.

Section 2 In the event an employee is called back to duty after they have completed their regular tour of duty and left their place of employment and before the beginning of their next regular workday, or in the event an employee is called back to duty on one or both of their scheduled days off, they shall be provided with not less than three (3) hours of work or three (3) hours of pay at one and one-half times their regular hourly rate of pay. Weekday overtime hours shall occur on a strict seniority basis.

Section 3 All overtime work must be approved by the Superintendent or their designee.

ARTICLE IX - WAGES

Section 1 The compensation of each employee shall be determined in accordance with and shall conform to the wage schedules and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof.

Section 2 In the first year of employment each employee shall be placed at the proper step on the wage schedule for the position in which they are employed in accordance with the contract. Any employee employed in pay status for six (6) months or longer will go on the evaluation system and be evaluated by June 1. Those less than six (6) months will stay on the starting salary for the next fiscal year.

Section 3 In the event an employee is promoted from one position in the bargaining unit to another position in the bargaining unit, they shall be placed at the step on the wage schedule for the position to which they are being promoted which provides them with an increase in compensation which is not less than the amount of the next step-increase to which they would have been entitled had they remained in the position from which they were promoted.

Section 4 An employee assigned to work on a regularly scheduled basis on second or third shift shall be paid a wage differential of seventy-five (\$0.75) cents an hour above their regular hourly rate of pay for each hour they are in a pay status on such shift.

Section 5 Each individual shall receive an annual longevity on the first payroll date in December in accordance with the following schedule:

<i>Years of Service</i>	<i>Effective July 1, 2019</i>
<i>10</i>	<i>\$475.00</i>
<i>15</i>	<i>\$525.00</i>
<i>20</i>	<i>\$575.00</i>
<i>25</i>	<i>\$625.00</i>
<i>30</i>	<i>\$1,000.00</i>

Section 6 Each employee shall be entitled to an annual clothing allowance of six-hundred (\$600.00) dollars which will be disbursed each July and coordinated by the District Business Office. The allowance must be used for the purchase of steel-toed safety shoes or boots and a standard uniform to be determined by the Superintendent and/or School Business Administrator in consultation with the custodial staff. These items, which may be selected from one or more pre-approved vendors, shall be worn by all custodial employees while in the course of their employment and shirts bearing the words Plainville Public Schools must be worn. Other appropriate articles may also be purchased within the annual allowance.

ARTICLE X – SENIORITY, LAYOFFS, VACANCIES, AND PROMOTIONS

Section 1 Seniority shall be defined as continuous length of service to the Committee in the position as custodian, and shall be calculated at the completion of the employee's probationary period retroactive to the first day of current employment by the Superintendent.

Section 2 When employees are laid off, layoffs shall occur within classifications the junior employee in each classification being the first to be laid off, provided that the Superintendent may retain a junior employee over a senior employee, if in the judgment of the superintendent the performance and/or qualifications of the junior employee are demonstrably superior to those of the senior employee. Such decisions shall not be made in an arbitrary and capricious manner.

Section 3 Whenever a custodial position is newly created or becomes vacant, a written notice thereof shall be posted for at least five (5) work days on the staff bulletin board in each school building. The general qualifications for said position and the rate of compensation shall be clearly set forth. The Superintendent shall fill such openings with the candidate who in their judgment is superior in qualifications for the position giving due weight to the quality and length of service of current School Department employees.

ARTICLE XI - HOLIDAYS

Section 1 The following days shall be considered holidays: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Patriots' Day, Memorial Day and Juneteenth.

Section 2 Each employee whose presence on duty is not required to maintain essential services shall be excused from duty on said holidays and shall receive holiday pay at their regular hourly rate for the number of hours equal to their regular daily working schedule, except as is otherwise provided in this Article.

Section 3 An employee required to work on a holiday shall be paid time and a half for each hour worked up to eight (8) hours in addition to the holiday pay to which they are entitled as set forth in Section "2" above.

Section 4 When a holiday falls on Sunday the following Monday shall be observed as a holiday. When a holiday falls on Saturday, each employee shall, at the election of the employee, receive either holiday pay or an additional day off with pay at a time agreed to by the employee and the Superintendent. When a holiday occurs within an employee's paid vacation period, the paid holiday shall not be counted as a paid vacation day.

Section 5 To be eligible for holiday pay, an employee must be in a pay status on his scheduled workday immediately before and his scheduled workday immediately after the holiday.

ARTICLE XII – SICK LEAVE

A. Sick Leave

Section 1 Sick leave with pay will be granted in accordance with the provisions of this Article to each employee who is incapacitated for the performance of his duties by illness or injury.

Section 2 Each employee shall be entitled to fifteen (15) days of sick leave per year. Sick leave may be accumulated to a maximum of one-hundred forty-five (145) days for the duration of the contract (July 1, 2022 – June 30, 2025).

Where an employee is absent for five (5) or more working days, the Superintendent retains the right to require that the employee provide a satisfactory doctor's note stating that the employee is fit to return to work before the employee may return to work. At the Superintendent's discretion the failure to produce such evidence within three days of a request may result in the denial of sick leave for the period of absence.

Section 3 The Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

B. Sick Leave Bank

Section 1. Effective July 1, 2003, a Sick Leave Bank will be established for use by members whose sick leave accumulations have been exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

Section 2. All current and future employees who have not contributed to the sick leave bank shall contribute three (3) sick days in their first year of employment, two (2) days in their second year of employment and one (1) day in their third year of employment. If at any time the Sick Leave Bank falls below thirty-one (31) days, the

School Committee shall add days to the Sick Leave Bank to match the additional days that the bargaining unit members contribute.

Section 3. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members. They are the Superintendent of Schools, a member of the bargaining unit designated by the bargaining unit, and a member of the School Committee.

Section 4. Application for benefits shall be made in writing to the Sick Leave Bank Committee through the Superintendent's office accompanied by a doctor's certificate as to the need for recovery time for the illness. This certificate shall provide a diagnosis and estimated recovery time. To facilitate its decision-making process in deciding whether to grant sick leave days beyond the initial twenty (20) day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume the costs of such an examination.

Section 5. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Bargaining unit members shall not become eligible for more than an initial grant of twenty (20) days in any school year until the September 1st following the completion of three (3) consecutive years of employment.

Section 6. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal, or to the grievance and arbitration process.

Section 7. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargain agreement on the same basis as other bargaining unit members.

ARTICLE XIII - VACATIONS

Section 1 Full-time employees (those working at least forty (40) hours a week), hired before July 1, 2013, shall be entitled to a vacation under the following schedule:

Employees who as of July 1st have completed six months continuous service shall be entitled to 1 week vacation.

Employees who as of July 1st have completed 1 year of continuous service shall be entitled to 2 weeks of vacation.

Employees who as of July 1st have completed 5 years of continuous service shall be entitled to 3 weeks of vacation.

Employees who as of July 1st have completed 10 years of continuous service shall be entitled to 4 weeks of vacation.

Employees who as of July 1st have completed 15 continuous service shall be entitled to 5 weeks of vacation.

Section 2 All vacations shall be taken and staggered during the summer recess or during the school year as authorized by the Superintendent. Employees having greater continuous length of service shall be given preference for selection of vacation periods, subject to work scheduled by the Superintendent.

Section 3 Those employees entitled to three (3) or four (4) weeks of vacation per year shall take one (1) week during the time when school is in session. The remainder of their vacation weeks must be taken during the summer months. Those employees entitled to five (5) weeks of vacation may take four (4) weeks during the summer months when school is not in session. The fifth week must be taken during a time when school is in session. Those employees entitled to five (5) weeks of vacation may also choose to take three (3) weeks during the summer vacation period and the remaining (2) weeks during the time when school is in session.

ARTICLE XIV – FUNERAL LEAVE

Section 1 Employees shall be granted leaves of absence, without loss of pay, for periods not in excess of five (5) consecutive days for the purpose of bereavement attendance and funeral services in case of death in their immediate family. Immediate family shall include husband, wife, child, parent, brother, sister, step-children, step-parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, and/or persons living full-time in the employee's home.

Section 2 Each employee shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of death of the employee's parent-in-law, brother-in-law, and sister-in-law.

Section 3 In the event of the death of the employee's aunt, uncle, niece, nephew, or cousin the employee shall be granted a leave of absence without loss of pay for one (1) day for the purpose of attending funeral services.

Section 4 The Superintendent shall have the discretion to establish the number of day and in extenuating circumstances, such leave may be extended by the Superintendent. Said decision shall be final and not subject to the grievance and arbitration procedure. Said Funeral leave shall not accrue from year to year.

ARTICLE XV – PERSONAL LEAVE

Section 1 Employees shall be granted two (2) days off with pay as personal leave during any one calendar year. A request for approval of a personal day shall be filed in writing on an approved form with the Superintendent not later than ten (10) working days prior to the requested leave. This may be waived by the Superintendent if there are extenuating circumstances. Personal days shall not accumulate from year-to-year; however, any unused day(s) may be added to the number of accumulated sick days.

Section 2 An additional day of personal leave shall be granted, provided that the request for such leave is submitted in writing to the Superintendent stating the reason for needing such leave. This additional day, if unused, shall not be added to the number of accumulated sick days.

Section 3 The personal day(s) provided shall not be requested and need not be granted on the day immediately before or after a vacation period or holiday unless there are extenuating circumstances and the Superintendent has approved the personal day.

ARTICLE XVI – PARENTAL LEAVE

Employees shall be entitled to an unpaid leave of absence for purposes of parental leave of up to but not more than twelve (12) weeks. Time available for Parental Leave pursuant to statute, including Mass. Gen. L Ch. 149, Section 105D and the Family Medical Leave Act (FMLA), shall run concurrently with the 12-week unpaid Parental Leave and under no circumstances shall they extend the time available to an employee. Employees may utilize accrued sick leave during the period of the leave for the period of their disability, if documented by a medical professional. The Union acknowledges that the Union and the Committee are subject to the provisions of the FMLA and that the FMLA shall not increase or decrease the length of leave available to eligible employees under this section. This section shall not be subject to the parties' grievance and arbitration procedure.

Parental leave shall also be granted for adoptive parents.

ARTICLE XVII – JURY DUTY

Section 1 In the event an employee is required to report for jury duty in any state or federal court, they shall receive their regular weekly pay, less any amount

received for such jury duty. In no event shall the Committee be obligated to pay such employee in the event that pay for jury duty exceeds their regular weekly pay. Such employee shall make an accounting at the Superintendent's request.

Section 2 Such employee shall, if released during normal working hours, making allowance for reasonable travel time, report for work for the remainder of the regular workday without additional compensation.

ARTICLE XVIII – GROUP HEALTH AND LIFE INSURANCE

Section 1 The group health insurance, including the services of health maintenance organizations, and group life insurance provided by the Town of Plainville for its employees shall be available to employees of the Committee who advise the Superintendent in writing that they desire to participate in such insurance programs.

Section 2 If, during the duration of this Agreement, the Town of Plainville shall increase the percentage of the premiums the Town now pays for such group health, dental and group life insurance and/or shall increase the amount of group life insurance made available to employees, shall be passed on to employees of this bargaining unit without the requirement of any further collective bargaining.

Section 3 Group life insurance in an amount not to exceed \$5,000.00 with the Town paying ninety-nine percent (99%) of the premium for such insurance shall be made available to employees, provided the Town votes to accept the provisions of Section 7A, of Chapter 32B of the Massachusetts General Laws permitting the payment of more than fifty percent (50%) of the premiums for group life and health insurance, and provided the Board of Selectmen, if the Town accepts Section 7A, votes to approve the subject increases in the amount of the life insurance and in the percentage of the premium to be paid by the Town.

Section 4 Employees shall be entitled to participate fully in any "Flex Plans", "Cafeteria Plans", or equivalent plans established by the Town of Plainville. Should the aforesaid provision be extended by the Town of Plainville to the costs of medical expenses and dependent child care expense, the same shall be passed on to employees of this bargaining unit without the requirement of any further collective bargaining.

ARTICLE XXIX – TAX SHELTERED ANNUITIES

The Committee shall enter into a written agreement with any staff member, upon request, for the purchase of an annuity contract pursuant to General Law, Chapter 71, Section 37B.

ARTICLE XX – USE OF BULLETIN BOARD

Section 1 The Committee shall provide a bulletin board for use by the Union in the head custodian's room in the Elementary School. The Union, after filing a copy with the Superintendent, may post thereon notices signed by the International Union or the president or chief steward of the Local. Such notices shall be restricted to the following types:

- a. Notices of recreational or social activities.
- b. Notices of elections, appointments and results of elections.
- c. Notices of meetings.
- d. Any other form of notice previously approved and initialed by the Superintendent.

Section 2 The Union agrees that it will not cause, encourage or permit the posting of notices which contain propaganda, or which are inflammatory, partisan, controversial or derogatory to the Committee or its employees and to the Town of Plainville.

ARTICLE XXI– UNION MEMBERSHIP DUES CHECK OFF

Section 1 The form used to authorize deductions for Union dues from wages paid to employees shall be Check-Off Authorization for United Steelworkers of America, Form No. R-115.

Section 2 The Superintendent shall make monthly payroll deductions from the earned wages of each employee who is a member of the Union upon the written authorization of such employee. Deductions shall be made for the Union's initiation fee, assessments and dues as notified by the union. Union dues will commence after one month (30 days) of employment. The Superintendent shall remit the monies collected within ten (10) days to the Secretary-Treasurer, United Steelworkers of America, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, Pennsylvania 15222. The Superintendent shall execute monthly in triplicate USWA Summary of Union Dues form and lists, along with the dues check-off list. The original of such form and lists shall be forwarded, along with the monies collected, to Pittsburgh. The Superintendent shall forward copies of each of the above to the Sub-District Office and to the Local Union.

Section 3 The Superintendent shall provide the Local Financial Secretary with a monthly listing of the appropriate date on hours and earnings for each member in the pay period for which dues have been deducted in order to enable the Local to determine the accuracy of the computation involved and the deductions made for each member.

Section 4 In order for the Union to properly administer this Agreement and to carry out its responsibilities, the Superintendent shall forward to the Local written notice of all personnel actions involving members of the bargaining unit. Such personnel actions shall include new hires, lay-offs discharges, terminations of employment for whatever reason, promotions and changes in shifts. The written notice shall be given within one week of the date of the personnel action and shall include the employee's name, home address, job classification, rate of pay, social security number and the nature and date of the personnel action.

Section 5 The union shall indemnify, defend, and save the committee harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action by the committee for the purpose of complying with this Article.

ARTICLE XXII - WORKERS' COMPENSATION

Section 1 Employees are covered by the Massachusetts Workers' Compensation Act and shall be entitled to the benefits of and be subject to the provisions of Chapter 152 of the General Laws.

Section 2 An employee who is unable to work because of an occupational injury, which is incurred in the course of their employment and which is compensable under said Act, shall upon their written request to the Superintendent, receive as a charge against their accrued sick leave the difference between their current salary and the amount they receive as workers' compensation and be notified in writing of their right to use accrued sick leave to make up the difference between their current salary and the amount they receive as workers compensation. In the event that the employee wishes to exercise this option, they shall submit a written request to the Superintendent.

ARTICLE XXIII - GRIEVANCE PROCEDURE

Section 1 The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Union desire that such procedure shall always be as informal and confidential as possible.

Section 2 Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing their grievance informally under the grievance procedure and from having their grievance adjusted, without the intervention of the Union, provided any such adjustment is not inconsistent with the terms of this

Agreement and provided that the Union has been given the opportunity to be present at such adjustment and to state its views. All such grievance discussions shall take place during the duty hours of the aggrieved employee.

Section 3 A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement, and shall include, except as otherwise included herein, the discharge, suspension, demotion or other termination of an employee.

Section 4 Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

a. Level One The aggrieved employee shall first present their grievance orally or in writing to their immediate supervisor. If the grievance is presented in writing, it shall give a summary of the facts involved, the provision or provisions of this agreement allegedly violated and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within five (5) working days after the grievance is presented.

b. Level Two If at the end of the five (5) working days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may within five (5) working days thereafter submit their grievance in writing to the Superintendent. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. In the event of the absence or disability of the Superintendent, their designated representative shall act on their behalf. Within ten (10) working days after the conclusion of said meeting, the Superintendent or their representative, as the case may be, shall advise the aggrieved employee and the Union in writing of their decision concerning the grievance.

c. Level Three If the Union is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered with ten (10) working days after said meeting of the Superintendent, the Union and the aggrieved employee, the Union may give written notice to the Superintendent within thirty (30) working days after the date of the Superintendent's decision in Level Two or within forty (40) working days after said meeting with the Superintendent if no decision has been rendered, present the grievance for arbitration. In such cases the following procedure will be followed:

(1) The Association shall forthwith submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of the American Arbitration Association.

(2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue their decision not later than thirty (30)

days from the date of the close of the hearings or, if oral hearings have been waived, from the date of submission of the final statements and proofs.

(3) The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and the question or questions, which are submitted. The arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement, which is at issue. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to establish wages or other compensation, nor to alter, modify or change in any way the terms and provisions of this Agreement.

(4) The decision of the arbitrator shall be final and binding upon the Committee, the Union and the aggrieved employee.

(5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Union.

Section 5 If at the end of the thirty (30) working days next following the occurrence of any grievance or the date of the first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure.

Section 6 If, in the judgment of the Union, a grievance affects a group or class of employees, the aggrieved employee or the Union may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. The Union may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

Section 7 The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Union and the Committee.

Section 8 No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved presenting such grievance.

ARTICLE XXIV – SCOPE OF AGREEMENT

Section 1 All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committee's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor agreement.

Section 2 No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or any force and effect unless it is made in writing and executed by the Committee and the Union.

Section 3 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4 In the event any Article or Section of this Agreement shall be found contrary to law then the Committee and the Union shall, upon the written request of either party, enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

APPENDIX A – WAGE SCHEDULES

1. CUSTODIAN

Service Entry Years

	FY23	FY24	FY25
		2%	2%
1	18.33	18.70	19.07
2	19.25	19.64	20.03
3	20.21	20.61	21.03
4	21.22	21.64	22.08
5	22.28	22.73	23.18
8	23.39	23.86	24.33
11	24.56	25.05	25.55
14	25.79	26.31	26.83
17	27.08	27.62	28.17

20	28.44	29.01	29.59
23	29.86	30.46	31.07
26	31.35	31.98	32.62
29	32.92	33.58	34.25

For the custodian who will not fit into the proposed scale, he will be compensated as follows:

FY23 \$31.09 per hour

FY24 \$33.21 per hour (this reflects a 2% increase and a \$1.50 increase due to the employee's achievement of 23 years of service)

FY25 \$33.87 per hour

The hourly rate(s) for the incumbent custodian will be addressed during the successor contract negotiations. If this custodian is no longer employed by the Plainville Public Schools, the salary language will automatically sunset when the incumbent retires or leaves the district.

Hourly Rates:

The base salary from the previous year will be increased by 2% in FY24 and FY25. Each custodian will receive an annual performance evaluation, which will be completed by the Superintendent, with input from the Building Principal.

2. EVALUATION

Each custodian will complete a self-evaluation as part of the annual evaluation process. Custodians will be evaluated annually by the Superintendent and building Principal, using an evaluation instrument, which will be completed by June first. In the event that the Custodian(s) receives a score in the needs improvement or unsatisfactory range they shall be notified in writing of those areas where improvement efforts should be focused as well as specific actions they should or should not take to demonstrate improvement in their next annual performance evaluation.

3. MILEAGE

When directed by the Superintendent or Department Supervisor to travel for school business, said members will be reimbursed. The per mile reimbursement will be reviewed and changed annually to match the federal reimbursement rate. All travel must be approved by the Superintendent on the mileage reimbursement form.

4. EARLY RETIREMENT ALLOWANCE:

Age at Date of Retirement:

	55-57	58-60	60+
15 years of service	\$1,000	\$1,000	\$ 500
20 years of service	\$2,000	\$2,000	\$1,000
25 years of service	\$3,000	\$3,000	\$2,000

Letters of retirement must be submitted six (6) months in advance to qualify for the early retirement allowance. Payment of the early retirement allowance will be made within thirty (30) days of the retirement.

5. HEAD CUSTODIAN:

A head custodian position will be established with a \$2.00 per hour increase to the base hourly rate for the appointed head custodian. The head custodian will complete duties as outlined in Appendix B.

APPENDIX B – HEAD CUSTODIAN

Head Custodian Job Description

General Responsibilities: The Head Custodian is responsible for ensuring the consistent cleanliness, safety, functionality, and security of the Jackson and Wood Elementary Schools. The Head Custodian will demonstrate knowledge and understanding of prescribed safety codes and district policies and standards. The Head Custodian participates effectively in conversations and planning with school administrators, central office administrators, and the District/Town facilities team to ensure clear communication on behalf of the schools.

General Duties:

- Supervises, instructs, and directs custodians verbally and/or in writing regarding buildings, grounds, custodial, and routine preventative maintenance activities. Supervision will entail dissemination of tasks and directions, but will not include participation in written evaluations of employees. Participates in all tasks required of all full time custodians.
- Ensures that all custodial staff are trained in building security details, and that they are adhering to all safety protocols; participates in job-related training as appropriate
- Ensures that all custodial staff are trained in the cleaning routines and expectations, and that job assignments are carried out completely
- Schedules and assigns overtime (as per contract requirements) for the custodians; communicates overtime information with the Superintendent's office as necessary
- Oversees and assists with the scheduling and completion of seasonal ground work (snow removal, lawn-mowing, weeding, raking etc.)
- Prepares custodial supply orders and maintains an inventory of supplies

- Identifies necessary building repairs and upkeep; makes necessary repairs and/or emergency repairs as needed; AND communicates directly with principal(s), superintendent, and the district/town Maintenance Director.
- See that all requirements of inspection departments are carried out and that conditions in the building are always in compliance
- Promotes a positive work environment and projects a positive image of the district
- Periodically creates a flex schedule (with permission of the principal and superintendent) to allow the head custodian to be available for assistance during a shift which falls outside of the head custodian's typical working hours (e.g. a head custodian who works a day shift may periodically come in late and stay later into the evening shift if head custodian duties require their presence)
- To perform related work as required by the Superintendent, Principal or Director of Maintenance.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairman hereto duly authorized, and the Union has caused this Agreement to be signed in its name and behalf by its duly authorized representatives on the day and year first above written.

For the United Steelworkers
AFL-CIO-CLC:

For the Town of Plainville
School Committee:

Thomas M. Conway Date
President

Justin Alexander Date
Chair

John E. Shinn Date
International Secretary-Treasurer

David McCall Date
Vice President, Administration

Fred Redmond Date
Vice President, Human Affairs

Del Vitale Date
Director, District 4

Mary Fusco Date
Staff Representative

Tracy W. Jordan Date
Unit Co-Chair, Local 9517-8

Mario Vieira Date
Unit Co-Chair, Local 9517-8